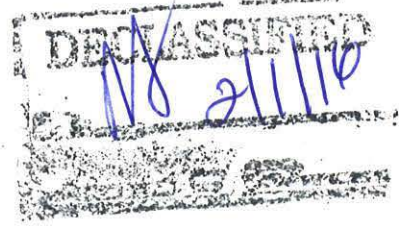


**DRAFT TITLE SEARCH REPORT  
WILCOX OIL SUPERFUND SITE**

**Bristow, Creek County, Oklahoma**



Prepared for  
U. S. EPA, Region 6  
1445 Ross Avenue  
Dallas, Texas 75202

Contract No. EP-W-10-011  
Task Order No. 09  
Work Order No. 016



Prepared by  
Toeroek Associates, Inc.  
1445 Ross Avenue  
Dallas, Texas 75202

April 8, 2014

ENFORCEMENT CONFIDENTIAL



9611767

**DRAFT TITLE SEARCH REPORT  
WILCOX OIL SUPERFUND SITE**

**Bristow, Creek County, Oklahoma**

Contract No.:	EP-W-10-011
Task Order No.:	09
Work Order No.:	016
Site No.:	06GG
EPA COTR:	Ken Talton
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April 8, 2014

ENFORCEMENT CONFIDENTIAL

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## **1.0 INTRODUCTION**

The Wilcox Oil site (the site), located on the east side of the Town of Bristow in Creek County, Oklahoma, is a consolidation of two adjacent refineries, Lorraine to the west and Wilcox Oil to the east. Operations at the two facilities occurred from approximately 1915 to 1967. The boundary between them is considered to have been overlapping. Wilcox Oil Company purchased the Lorraine Refinery property and operations in 1937 to form the consolidated site. The site consisted of several major production and storage areas, the latter including a tank farm approximately 80 acres in size. The site contained a number of areas of concern related to the products and wastes of the long time refinery operations and related petroleum storage.

### **1.1 Scope of Work**

On January 30, 2014, Toeroek Associates, Inc. (Toeroek) received Work Request Form (WRF) 016 under Task Order (TO) 09 from the U.S. Environmental Protection Agency (EPA), Region 6, under EPA Contract Number EP-W-10-011. Toeroek was tasked by EPA to prepare a title search with corporate histories (including current registered agent contact information) for all entities identified in the chain-of-title as current or former owner and former operator Potentially Responsible Parties (PRPs) for the Wilcox Oil site in Bristow, Creek County, Oklahoma. This Title Search constitutes the first deliverable and covers ownership from the early 1900s to the present as well as tax information from 2010 to 2014. The WRF included a reference to reports in Superfund Enterprise Management System (SEMS) to be used as resources.

Toeroek met with EPA on February 10, 2014, particularly regarding defining the site boundaries and desired format for the deliverable. Toeroek developed a composite parcel map from materials received from the Creek County Assessor's office. EPA approved the composite parcel map as indicative of the site boundaries for the scope of work (SOW).

#### **1.1.1 Research Sources**

Following the approved competitive bidding process and the circulation of a SOW among title companies in Creek County, Oklahoma, Toeroek selected Creek County Abstract Company, Inc., to collect current and historic tax and title documents. In addition Toeroek contacted or accessed the following Creek County office and website resources. A list of individual references is included in Appendix B.

- Creek County Appraisal Office Mapping Department for parcel IDs and maps
- <http://cumulis.epa.gov/supercpad/cursites/srchsites.cfm> for investigative and enforcement information on the site
- [http://www.tmconsulting.us.com/visitor/visitor\\_home.php?cnty=Creek](http://www.tmconsulting.us.com/visitor/visitor_home.php?cnty=Creek) for tax information for site parcels
- <http://creek.oklahoma.usassessor.com/> for owner name and address as well as assessed value for site parcels

## **1.2 Report Format**

This report contains five sections. Section 1.0 describes the scope of work, lists the resources used and outlines the sections of the report. Section 2.0 provides a description of the site and includes a list of parcel IDs with legal descriptions that comprise the site. Section 3.0 identifies the current owners of record and discusses tax records from 2010 to 2014 for the 16 parcels. Section 4.0 summarizes the site ownership history from the early 1900s to the present for each of the parcels. Section 5.0 summarizes the report and provides conclusions and recommendations.

The report includes two appendices. Appendix A contains 17 tables with historic and current ownership of the 16 parcels that comprise the site. Each table entry includes a reference number with page number tying it to its source document. Reference citations are also included in the report text at the end of each paragraph linking the information to the source documents. The title documents were collected by a local title company. The title company packaged the title documents for each site parcel in a PDF file. Each file contains the entire collection of title documents for a particular parcel. Toeroek numbered the parcels from 1 – 16 and assigned the PDF files reference numbers that correspond to these parcels numbers.

Appendix B is a list of all referenced documents. A complete set of documents accompanies the report.

## **2.0 SITE LOCATION AND DESCRIPTION**

### **2.1 Site Legal Descriptions**

The site property consists of 16 contiguous parcels. Two parcels cover the active railroad that separates the portion of the site originally occupied by the Lorraine refinery from the portion occupied by Wilcox Oil refinery and storage areas. The Lorraine refinery consists of seven modern parcels, and the Wilcox Oil refinery area also consists of seven modern parcels. The parcels vary in size from slightly more than one acre to over 30 acres and are highly variable in shape.

The following acreages and abbreviated legal descriptions are taken from the Creek County Treasurer's Office Owner Detail Page, as this was the most recent and consistent source:

- Parcel 0000-20-016-009-0-017-00 (Parcel 1)  
7.04 acres out of the SW¼ of the SW¼ of Section 20, Township 16 North, Range 9 East,
- Parcel 0000-20-016-009-0-024-21 (Parcel 2)  
4.95 acres out of the SW¼ of the SW¼ of Section 20, Township 16 North, Range 9 East
- Parcel 0000-20-016-009-0-024-22 (Parcel 3)  
1.0123 acres out of the SW¼ of the SW¼ of the SW¼ of Section 20, Township 16 North, Range 9 East
- Parcel 0000-29-016-009-0-005-00 (Parcel 4)  
10.00 acres out of the E½ of the E½ of the NE¼ of the NW¼ of Section 29, Township 16 North, Range 9 East
- Parcel 0000-29-016-009-0-005-01 (Parcel 5)  
9.93 acres out of the W½ of the NW¼ of the NE¼ of Section 29, Township 16 North, Range 9 East
- Parcel 0000-29-016-009-0-005-02 (Parcel 6)  
30.07 acres out of the W½ of the E½ of the NW¼ of the NE¼ and the E½ of the E½ of the NW¼ of the NE¼ of Section 29, Township 16 North, Range 9 East

- Parcel 0000-29-016-009-0-005-03 (Parcel 7)  
28.85 acres out of the W½ of the W½ of the NE¼ of the NW¼ of Section 29, Township 16 North, Range 9 East
- Parcel 0000-29-016- 009-0-008-00 (Parcel 8)  
13.00 acres out of the NW¼ of the NW¼ of Section 29, Township 16 North, Range 9 East
- Parcel 0000-29-016-009-0-011-00 (Parcel 9)  
5.15 acres out of the NW¼ of the NW¼ of Section 29, Township 16 North, Range 9 East
- Parcel 0000-29-016-009-0-017-00 (Parcel 10)  
7.00 acres out of the NW¼ of the NW¼ of Section 29, Township 16 North, Range 9 East
- Parcel 0000-29-016-009-0-027-00 (Parcel 11)  
3.60 acres out of the NW¼ of the NW¼ of Section 29, Township 16 North, Range 9 East
- Parcel 0000-29-016-009-0-062-06 (Parcel 12)  
11.25 acres out of the NW¼ of the NW¼ of Section 29, Township 16 North, Range 9 East
- Parcel 5999-20-016-009-0-024-08 (Parcel 13)  
5.75 acres out of the SW¼ of Section 20, Township 16 North, Range 9 East
- Parcel 5999-20-016-009-0-024-09 (Parcel 14)  
1.75 acres out of the SW¼ of the SW¼ of Section 20, Township 16 North, Range 9 East
- Parcel 5999-20-016-009-0-024-16 (Parcel 15)  
5.15 acres out of the SW¼ of Section 20, Township 16 North, Range 9 East
- Parcel 5999-20-016-009-0-024-19 (Parcel 16)  
12.20 acres out of the E½ of the SW¼ of the SW¼ of Section 20, Township 16 North, Range 9 East

## **2.2 Site Location and Description**

The site is located in Creek County, Oklahoma, on the northeast side of the town of Bristow (Figure 1). The site is bisected by an active railroad track (Figure 2). The site straddles the municipal boundary and is comprised of 16 contiguous parcels with an approximate total area of 156 acres. Actual area of the site, based on historic occupancy by the two refinery complexes is about 30 fewer acres; however, modern parcel boundaries include a larger area.

The site is located partially in Section 20 and partially in Section 29 of Township 29 North, Range 16 East. The railroad, which trends north northeast to south southwest, separates the two former refinery complexes, Lorraine on the west and Wilcox Oil on the east. The two facilities are now considered a single site. The southwest corner of the site lies adjacent to Bristow municipal development, while land north and east is rural in character (Figure 2).

The two refineries, Lorraine and Wilcox Oil, started operations in about 1915 and 1920, respectively. Wilcox Oil expanded its operations by acquiring the Lorraine Refinery complex to the west and an 80-acre tank farm to the east in the 1930s. The entire complex was divested by Wilcox Oil Company in 1963. The site ceased operations in the late 1960s. Since then, portions of the land have been sold off.

Serious contamination on the site was first documented in 1994 by the State of Oklahoma. Widespread impacted media included soil, surface water (a creek runs through the site), ground water (private wells have been impacted), and vegetation. The contaminants of concern included various petroleum products and lead. U.S. EPA conducted an Expanded Site Inspection in the mid-1990s and a similar sampling program by the State of Oklahoma more than ten years later resulted in a recommendation to rank the site using the Hazard Ranking System. Results of the ranking led to a proposal to list the site as a National Priority List (NPL) site in May 2013. On December 12, 2013, the announcement appeared in the Federal Register that placement on the NPL was final.



**Figure 1 – General Location Map**



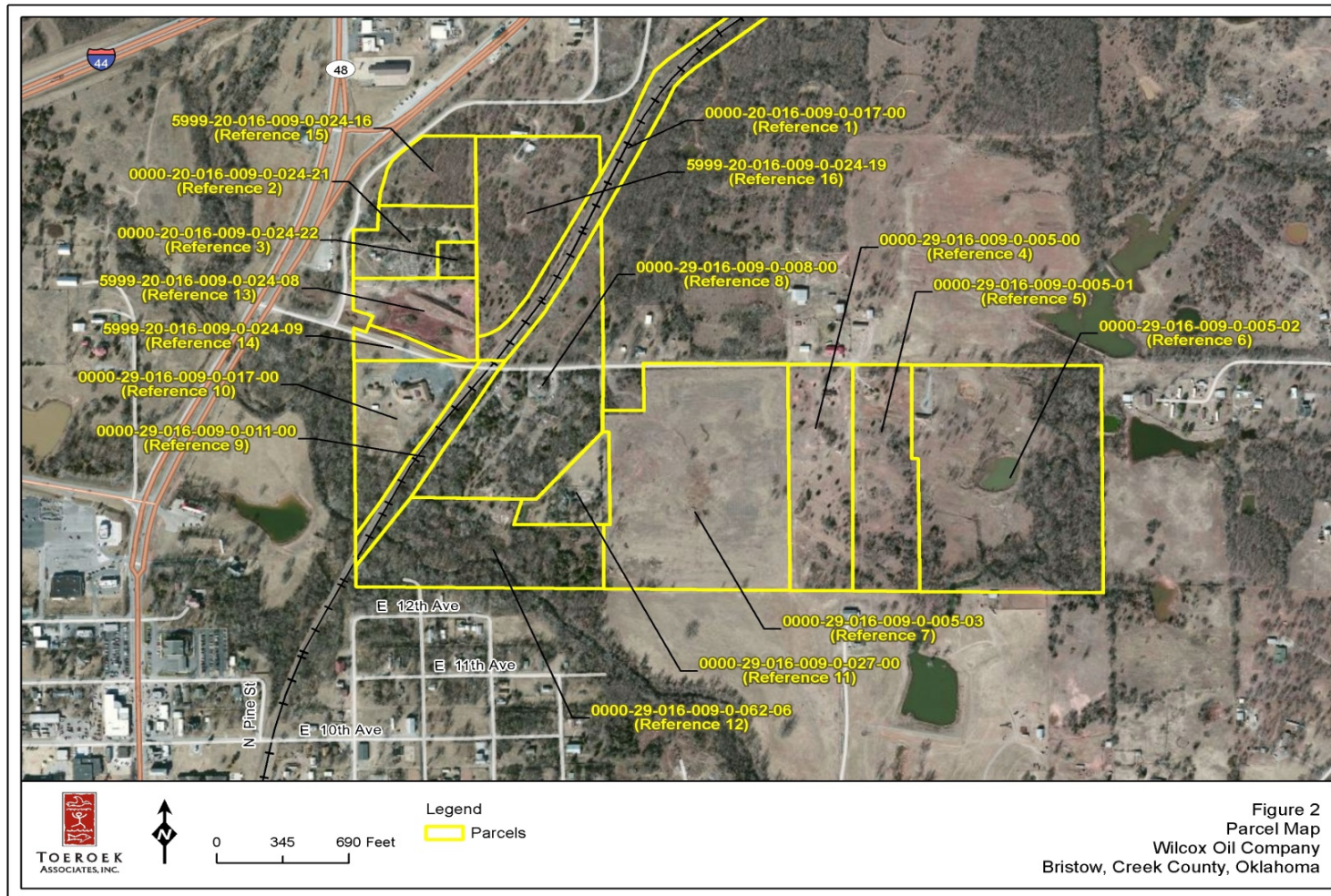


Figure 2 – Parcel Map

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### **3.0 CURRENT OWNERSHIP AND TAX INFORMATION**

This section provides the names, addresses, and current tax status of the entities that currently own the site parcels. At the end of this section is Table 1, which summarizes current ownership, and a parcel map that lists current owners.

#### **3.1 Parcel Number 0000-20-016-009-0-017-00 – Parcel 1**

Parcel Number 0000-20-016-009-0-017-00 is currently owned by the State of Oklahoma, with a permanent easement for freight and passenger rail service over the entire premises and an easement for the construction or maintenance of a fiber optic communication line retained by the grantor, Burlington Northern and Santa Fe Railway Company. The property is 7.04 acres in size and has been exempt from real property taxes, since at least 2010 (Ref. 1, pp. 2-5).

#### **3.2 Parcel Number 0000-20-016-009-0-024-21 – Parcel 2**

Parcel Number 0000-20-016-009-0-024-21 is currently owned by Kathleen Bushyhead. The property is 1.66 acres in size. Real property taxes for years 2010 through 2013 are unpaid in the amount of \$688.98, including fees and penalties (Ref. 2, pp. 2-6).

#### **3.3 Parcel Number 0000-20-016-009-0-024-22 – Parcel 3**

Parcel Number 0000-20-016-009-0-024-22 is currently owned by Yarma Faye Mason. The property is 1.01 acres in size. Recent property taxes have been paid in full (Ref. 3, pp. 2-6).

#### **3.4 Parcel Number 0000-29-016-009-0-005-00 – Parcel 4**

Parcel Number 0000-29-016-009-0-005-00 is currently owned by Stephen D. Lane. The property is 10.00 acres in size. Recent property taxes have been paid in full (Ref. 4, pp. 3-6).

#### **3.5 Parcel Number 0000-29-016-009-0-005-01 – Parcel 5**

Parcel Number 0000-29-016-009-0-005-01 is currently owned by Benjamin H. Thomas and Sondra Janette Evans. The property is 9.93 acres in size. One-half of the recent property taxes

have been paid in full by Benjamin H. Thomas, but the remaining one-half is not yet paid by Sondra Janette Evans (Ref. 5, pp. 3-6).

### **3.6 Parcel Number 0000-29-016-009-0-005-02 – Parcel 6**

Parcel Number 0000-29-016-009-0-005-02 is currently owned by Glen W. Jones, Sr. and Lucricia Juanita Jones, as Co-Trustees of the Glen William Jones, Sr. and Lucricia Juanita Jones Family Revocable Trust. The property is 30.07 acres in size. Property taxes have been paid for tax years 2010 through 2013 (Ref. 6, pp. 3-6).

### **3.7 Parcel Number 0000-29-016-009-0-005-03 – Parcel 7**

Parcel Number 0000-29-016-009-0-005-03 is currently owned by James Arthur and Wanda Jane Chapman, co-trustees of the James Arthur Chapman and Wanda Jane Chapman Family Revocable Trust. The property is 28.85 acres in size. Property taxes have been paid in full for tax years 2010 through 2013 (Ref. 7, pp. 3-6).

### **3.8 Parcel Number 0000-29-016-009-0-008-00 – Parcel 8**

Parcel Number 0000-29-016-009-0-008-00 is currently owned by Arthur B. White and Roy Allen White. The property is 13.00 acres in size and is taxed as 'Real Estate' by the Creek County Treasurer. Real property taxes for the years 2010 through 2013 have been paid. Tenneco Oil Company appears to be the current owner of the mineral rights for the subject parcel (Ref.8, p. 101). Williams Pipe Line Company also has an easement over the property (Ref. 8, p. 122).

### **3.9 Parcel Number 0000-29-016-009-0-011-00 – Parcel 9**

Parcel Number 0000-29-016-009-0-011-00 is currently owned by the State of Oklahoma, with a permanent easement for freight and passenger rail service over the entire parcel and an easement for the construction or maintenance of a fiber optic communication line retained by the grantor, Burlington Northern and Santa Fe Railway Company. The property is 0.5 acres in size and has been exempt from real property taxes since at least 2010 (Ref. 9, pp. 2-5).

**3.10 Parcel Number 0000-29-016-009-0-017-00 – Parcel 10**

Parcel Number 0000-29-016-009-0-017-00 is currently owned by First Assembly of God, Inc. The land is exempt from real property taxes. The property is 7.00 acres in size (Ref. 10, p. 3). Tenneco Oil Company is the current owner of the mineral rights to the subject parcel (Ref. 10, p. 124). Williams Pipe Line Company also has an easement over the subject parcel (Ref. 10, p. 152).

**3.11 Parcel Number 0000-29-016-009-0-027-00 – Parcel 11**

Parcel Number 0000-29-016-009-0-027-00 is currently owned by Olen J. Lee and Melissa A. Lee. The land is taxed as 'Real Estate' by the Creek County Treasurer. Real property taxes have been paid for tax years 2010 through 2013. The property is 3.60 acres in size (Ref. 11, pp. 3). Tenneco Oil Company is the current owner of the Mineral rights to the above described property (Ref. 11, pp. 105). Williams Pipe Line Company also has an easement over the site property (Ref. 11, pp. 143).

**3.12 Parcel Number 0000-29-016-009-0-062-06 – Parcel 12**

Parcel Number 0000-29-016-009-0-062-06 is currently owned by Mary M. Nealey. Real property taxes have been paid for the tax years 2010 through 2013. The property is 11.25 acres in size (Ref. 12, pp. 3-7). Tenneco Oil Company is the current owner of the mineral rights to the subject parcel (Ref. 12, p. 105). Williams Pipe Line Company also has an easement over the subject parcel (Ref. 12, p. 143).

**3.13 Parcel Number 5999-20-016-009-0-024-08 – Parcel 13**

Parcel Number 5999-20-016-009-0-024-08 is currently owned by the Steven James Bell and Julie Lyn Bell Living Trust. The property is 5.75 acres in size. Real property taxes for tax years 2010 through 2012 have been paid. Taxes for tax year 2013, in the amount of \$233.81, have not yet been paid (Ref. 13, p. 5).

**3.14 Parcel Number 5999-20-016-009-0-024-09 – Parcel 14**

Parcel Number 5999-20-016-009-0-024-09 is currently owned by First Assembly of God, Inc. The property is 1.75 acres in size and is exempt from real property taxes (Ref. 14, p. 5).

**3.15 Parcel Number 5999-20-016-009-0-024-16 – Parcel 15**

Parcel Number 5999-20-016-009-0-024-16 is currently owned by Bristow Church of the Nazarene. The property is 1.66 acres in size. Real property taxes for the property are exempt (Ref. 15, pp. 2-6).

**3.16 Parcel Number 5999-20-016-009-0-024-19 – Parcel 16**

Parcel Number 5999-20-016-009-0-024-19 is currently owned by Regina Henson. The property is 12.2 acres in size. Real property taxes for years 2010 through 2013 are paid with no fees or penalties (Ref. 16, pp. 2-6).

**Table 1 – Current Owner Summary**

Ref. No.	Parcel No.	Current Owner	Owner Address <sup>1</sup>	Acres	Tax Status	Comment
1	0000-20-016-009-0-017-00	State of Oklahoma	Not provided	7.04	Exempt from real property taxes	Contains permanent easement for freight and passenger rail service over the entire premises and an easement for the construction or maintenance of a fiber optic communication line.
2	0000-20-016-009-0-024-21	Kathleen Bushyhead	400 McDonald Drive Bristow, OK 74010	6.0	Delinquent	Real property taxes for years 2010 through 2013 are unpaid in the amount of \$688.98, including fees and penalties.
3	0000-20-016-009-0-024-22	Mason Yarma Faye	238 McDonald Drive Bristow, OK 74010	1.01	Paid in Full	
4	0000-29-016-009-0-005-00	Steven D. Lane	34520 W 221 <sup>st</sup> Street Bristow, OK 74010	10.00	Paid in Full	
5	0000-29-016-009-0-005-01	Benjamin H. Thomas & Sondra Janette Evans	PO Box 3 Bristow, OK 74010	9.93	Partially Paid	One half of year 2013 Paid in Full by Benjamin Thomas; Sondra Evans has not paid the other half of 2013, but she paid previous year's taxes in March.
6	0000-29-016-009-0-005-02	Glen William Jones, Sr. and Lucricia Juanita Jones Family Revocable Trust	34382 W 221 <sup>st</sup> Street South Bristow, OK 74010	30.07	Paid in Full	

Ref. No.	Parcel No.	Current Owner	Owner Address <sup>1</sup>	Acres	Tax Status	Comment
7	0000-29-016-009-0-005-03	James Arthur Chapman & Wanda J. Chapman Family Revocable Trust	PO Box 1173 Bristow, OK 74010	28.85	Paid in Full	
8	0000-29-016-009-0-008-00	Surface Rights: Arthur B. White and Roy A. White Mineral Rights: Tenneco Oil Company	34984 W 221st Street South Bristow, OK 74010-9716	13.00	One-half paid in 2013	Unknown if Tenneco is still the owner of the Mineral Rights
9	0000-29-016-009-0-011-00	State of Oklahoma	Not provided	5.15	Exempt from real property taxes	
10	0000-29-016-009-0-017-00	Surface Rights: First Assembly of God, Inc. Mineral Rights: Tenneco Oil Company	35148 W. 221st Street South Bristow, Oklahoma 74010	7.00	Surface: Exempt from real property taxes	
11	0000-29-016-009-0-027-00	Surface Rights: Olen J. Lee and Melissa A. Lee Mineral Rights: Tenneco Oil Company	22241 S. 349 <sup>th</sup> W. Ave. Bristow, OK 74010	3.60	Paid in Full, including penalty	
12	0000-29-016-009-0-062-06	Surface Rights: Mary M. Nealey Mineral Rights: Tenneco Oil Company	348153 E. Hwy 66 Chandler, OK 74834	11.25	Paid in Full, including penalty	

Ref. No.	Parcel No.	Current Owner	Owner Address <sup>1</sup>	Acres	Tax Status	Comment
13	5999-20-016-009-0-024-08	Steven James Bell and Julie Lyn Bell Living Trust	38860 W. 231st St. Bristow, Oklahoma 74010	5.75	2013 taxes unpaid; penalty has been applied	
14	5999-20-016-009-0-024-09	First Assembly of God, Inc.	35148 W. 221st Street South Bristow, Oklahoma 74010	1.75	Exempt from real property taxes	
15	5999-20-016-009-0-024-16	Bristow Church of the Nazarene	305 W 8TH Street, Bristow, Oklahoma 74010	1.66	Exempt from real property taxes	
16	5999-20-016-009-0-024-19	Regina Henson	1950 McDonald Drive, Bristow, Oklahoma 74010	12.2	Paid in Full by Green Tree Servicing, LLC	

<sup>1</sup> Owner Address for surface owners only obtained through County Treasurer records, and was not independently verified.

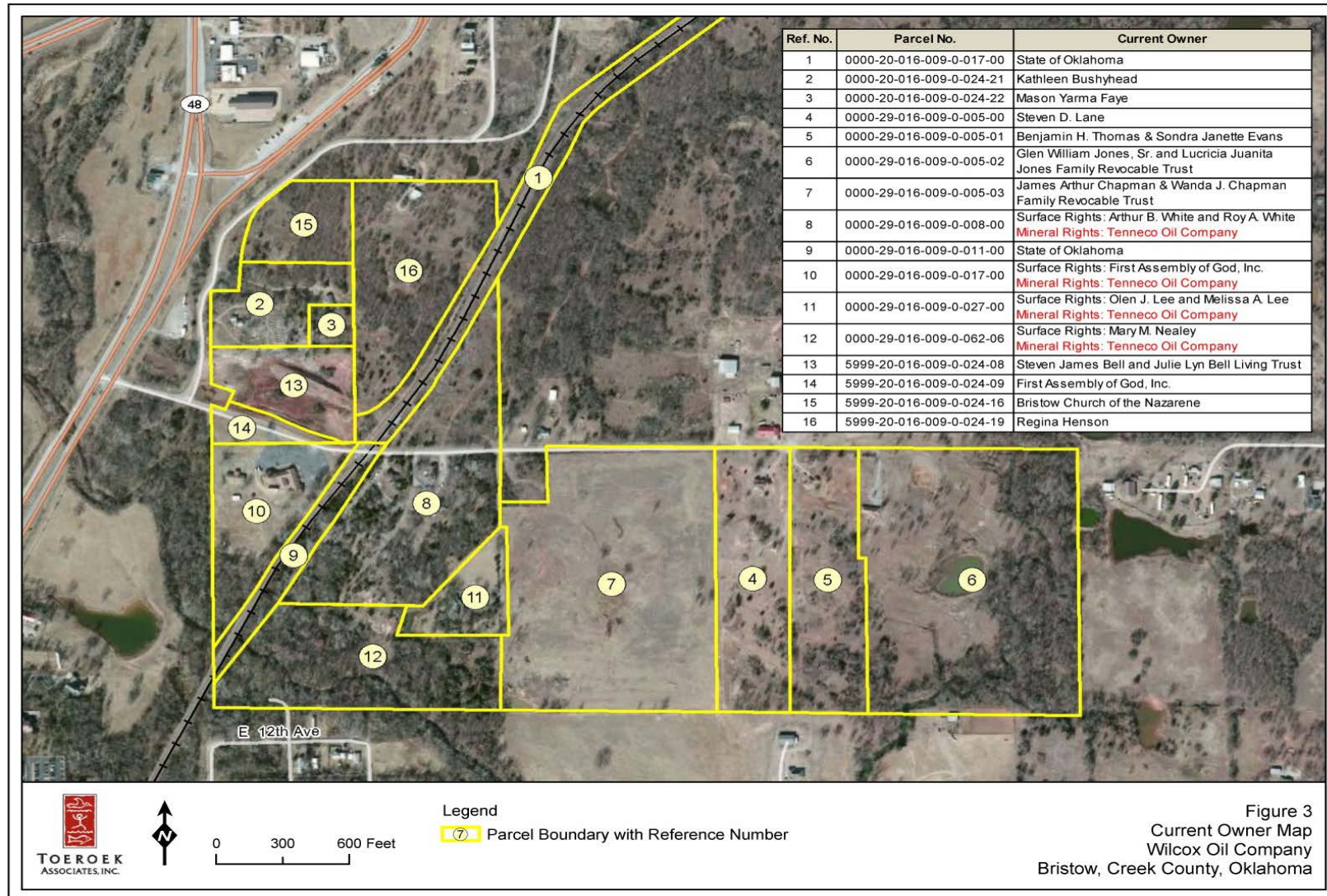


Figure 3 – Current Owner Map



## **4.0 TITLE HISTORY SUMMARY**

Section 4.0 presents the title history for each site parcel. The title history of each parcel is organized by ownership, leases, and easements. Several parcels possess a common history.

All of the parcels are located within Section 20 or Section 29 of Township 16 North, Range 9 East of the Indian Base and Meridian. With the exception of Parcel No. 9, which was a railroad right of way, all of this property was once land belonging to the Muskogee (Creek) Tribe of Indians. An Act of Congress approved March 1, 1901, and ratified by the Creek Nation on May 25, 1901, provided that this land would be allotted among the citizens of the tribe by the United States Commission to the Five Civilized Tribes. The title history of all the parcels (except Parcel No. 9) thus begins in 1903-1904 with a Homestead or Allotment Deed conveying the property to one of three individuals, each a citizen of the Muskogee (Creek) Tribe: Yarma Harjo; Clarence Robins; or Minerva Robins.

### **4.1 Parcel Number 0000-20-016-009-0-017-00 – Parcel 1**

There are two railroad parcels within the site boundaries: Parcels 1 and 9. Parcel 1 is the northern railroad parcel.

#### **4.1.1 Ownership and Easements**

On March 1, 1901, by an Act of Congress, an agreement was approved, and subsequently ratified by the Creek Nation on May 25, 1901, which provided that all lands of the Muskogee (Creek) Tribe of Indians, in Indian Territory, should be allotted among the citizens of the tribe by the U.S. Commission to the Five Civilized Tribes, so as to give each an equal share of the whole in value. Pursuant to the agreement, the subject property, part of a tract of land containing 117.40 acres, was conveyed to Yarma Harjo, a full-blood citizen of the tribe, through an Allotment Deed (Ref. 1, pp. 6-7).

On February 7, 1917, Yarma Harjo (spelling of the grantor's first name varied, appearing as Yarmo in some instances) conveyed an easement 50 feet in width, which consisted of the subject parcel, to St. Louis-San Francisco Railway Company for the purpose of constructing, operating and maintaining a spur railroad track (Ref. 1, pp. 8-9).

On December 18, 1992, Sunline Pipe Line Company assigned its interest in a right of way for an eight-inch pipeline across Sections 19 and 20, Township 16 North, Range 9 East, granted to it by St. Louis-San Francisco Railway Company, to Sunray Oil Company through an Assignment and

Assumption of Rights of Way (Ref. 1, pp. 10 – 14). The original right of way is not available and its date is unknown.

On February 25, 1998, The Burlington Northern and Santa Fe Railway Company (the survivor in a merger with St. Louis-San Francisco Railway Company) donated its interest in its rail corridor of land, including the subject parcel, to the State of Oklahoma through a Quitclaim Deed (Ref. 1, pp. 15-20, 22). The State of Oklahoma is the current owner of the property.

On April 27, 2012, ConocoPhillips Company assigned its interests in various easements previously granted to Phillips Petroleum (a prior name of ConocoPhillips Company) by St. Louis-San Francisco Railway Company on April 24, 1958, to Phillips 66 Company through an Assignment and Assumption and Bill of Sale Agreement (Ref. 1, pp. 40-52). The document includes tabulated corporate history and a list of affected properties with a statement that the intent of the assignment was to clear title. A referenced Exhibit C with additional properties was not included. The original easement is not available.

## **4.2 Parcel Number 0000-20-016-009-0-024-21 – Parcel 2**

### **4.2.1 Ownership**

On March 1, 1901, by an Act of Congress, an agreement was approved, and subsequently ratified by the Creek Nation on May 25, 1901, providing that all lands of the Muskogee (Creek) Tribe of Indians, in Indian Territory, should be allotted among the citizens of said tribe by the U.S. Commission to the Five Civilized Tribes, so as to give each an equal share of the whole in value. Pursuant to the agreement, the subject property, as it was included in a tract of land containing 117.40 acres, was conveyed to Yarma Harjo, a full-blood citizen of the tribe, through an Allotment Deed (Ref. 2, p. 8).

Between March 1, 1907 and August 9, 1907, Yarma Harjo conveyed 120 acres of land containing the subject parcel to Alfred H. Purdy (a/k/a A.H. Purdy) through four Warranty Deeds (Ref. 2, pp. 9-13). It is not clear why multiple deeds were used to convey the same property.

On November 17, 1923, M.C. Bre Dahl conveyed his interest in the W½ of the W½ of Section 20, Township 16 North, Range 9 East, to Hiram C. Wilson through a Quit Claim Deed (Ref. 2, p. 19). It was not confirmed that M.C. Bre Dahl's interest included the subject parcel, which was owned by Alfred H. Purdy at this time.

On September 9, 1933, Minnie M. Purdy, C.H. Purdy, D.L. Purdy, and Olive Purdy (now Colaw), the sole heirs of A.H. Purdy (deceased) conveyed the property containing the subject parcel, less 2.60 acres for the right of way of the St. Louis-San Francisco Railway Company, to Yarma Harjo through a Quit Claim Deed (Ref. 2, p. 22).

On February 2, 1953, Winey Harjo, Wesley Harjo, Wilson Harjo, Paul Harjo, Taylor Harjo, Barney Harjo, Kenneth Harjo, Vera Robison (nee Harjo) and Patsy Harjo filed a Petition for Determination of Heirs in the County Court of Creek County, Case No. 6548, against the heirs, executors, administrators, trustees, devisees, successors and assigns, claimants and creditors of Yarma Harjo, deceased. The petition was to determine the heirs of Yarma Harjo and to confirm the interests inherited by each claimant at the time of his death as follows: Winey Harjo, a one-third interest, and the remaining heirs a one-twelfth interest each (Ref. 2, pp. 26-42). On March 30, 1953, a Journal Entry of Judgment was issued by the court granting the claimants' petition and dividing the interest of the estate of Yarma Harjo as requested (Ref. 2, pp. 45-48). On May 16, 1953, a Supplemental Decree was issued stating that the property was inherited by Fullblood Creek Indians (Ref. 2, pp. 43-44).

On June 23, 1952, Taylor Harjo and Bessie Harjo, his wife, conveyed their inherited one-twelfth interest in the 160 acres (less the portion sold to Marathon Oil Company, Roy Dunaway, and/or the Oklahoma Turnpike Authority, the remaining total being approximately 86 acres) to Winey Harjo through a Quit Claim Deed (Ref. 2, p. 49).

On May 28, 1957, Winey Harjo, Barney Harjo, Patsy Harjo, Wesley Harjo, Vera Mason, and Paul Harjo filed a Petition for Approval of Partition Deeds in the Matter of the Estate of Yarma Harjo, Case No. 1715, in the County Court of Creek County. The Petition states that the St. Louis-San Francisco Railway Company has a right of way over 2.56 acres; 30 acres were conveyed to Roy E. Dunaway; and the Oklahoma Turnpike Authority acquired the surface rights of 20.41 acres of the original 157.5 acres, leaving 104.53 acres remaining to the heirs of Yarma Harjo. The Petition further states that Paul Harjo would like to acquire the full surface rights of approximately 7.5 acres of the land and to convey his one-twelfth interest in the surface rights of the remaining 97.02 acres of property to the remaining heirs (Ref. 2, pp. 62-71). An Order Approving Deeds was entered by the court on June 11, 1957. On the same date, a Deed of Conveyance, dated May 18, 1957, was filed with the Creek County Recorder, documenting conveyance of Paul Harjo's interest in the remaining property, less his 7.5 acres, to Winey Harjo, Barney Harjo, Patsy Harjo, Kenneth Harjo, Wesley Harjo, and Vera Mason (nee Harjo) (Ref. 2, pp. 74-75).

On November 23, 1959, in the Matter of the Estate of Yarma Harjo, Case No. 1715 in the County Court of Creek County, Kenneth Harjo filed a Petition for the Approval of Deed of

Restricted Indian Heir, to convey his interest in 84.59 acres to Wilson Harjo. On the same date, Kenneth Harjo executed a General Warranty Deed for his interest in the property to Wilson Harjo (Ref. 2, pp. 50-59, 76-77). On December 15, 1959, the court issued an Order Approving Deed (Ref. 2, pp. 60-61).

On August 15, 1961, Winey Harjo, plaintiff, filed a petition against Taylor Harjo, defendant, in the Superior Court of Creek County at Bristow, Case No. 5753, to correct the legal description of the property in the Quit Claim Deed dated June 23, 1952, conveying the one-twelfth interest of Taylor and Bessie Harjo to Winey Harjo (Ref. 2, pp. 78-85). On December 7, 1961, a Journal Entry of Judgment was issued by the court correcting the legal description. The Journal Entry of Judgment was re-recorded on December 8, 1961, to correct the date of the finding from November to December (Ref. 2, pp. 86-87).

On July 5, 1962, Winey Harjo conveyed a one-twelfth interest in the 97.02 acres of land to Wilson Harjo and Effie Harjo, husband and wife, through a General Warranty Deed. The conveyance is subject to the homestead rights of Winey Harjo (Ref. 2, p. 88).

On April 14, 1970, an Order and Decree was issued by the District Court of Creek County, Bristow Division, in the Matter of the Judicial Determination of the Death of Effie Mae Harjo, Case No. P70-20, identifying Wilson Harjo as the survivor in interest of Effie Mae Harjo (Ref. 2, pp. 94-96).

On January 16, 1975, an Order Approving Sale was issued by the District Court in and for Creek County, in the Matter of the Approval of Warranty Deed and Easement by Winey Harjo, Wesley Harjo, Wilson Harjo, Barney Harjo, Patsy Presson and Vera Mason, Case No. FB74-28, approving the sale of 1.0123 acres of the property to Vera Mason. Vera Mason entered into a contract with the Housing Authority of the Creek Nation of Oklahoma to build a housing unit for her pursuant to the terms of the Annual Contributions Contract between the Housing Authority of the Creek Nation of Oklahoma and the U.S. Department of Housing and Urban Development (Ref. 2, pp. 97-103). The deed documenting conveyance of the property was attached to the Petition in this matter, but is not filed separately within the available documents.

On October 24, 1983, Winey Harjo conveyed to Anna Faye Harjo an undivided 35/132 interest in three tracts of land in the W½ of the W½ of Section 20, Township 16 North, Range 9 East, containing 1) 36.14 acres; 2) 24.1 acres; and 3) 4.51 acres (Ref. 2, pp. 109-110).

On November 14, 1983, a Petition for Voluntary Partition of Lands of Full-Blood Creek Indian Heirs was filed in the District Court of Creek County, Sapulpa Division, in the Matter of the Estate of Yarma Harjo, Case No. B-83-34, by Winey Harjo, Wesley Harjo, Vera Mason, Patsy J. Presson and Anna Faye Harjo to equitably partition the remaining property among the heirs of

Yarma Harjo (Ref. 2, pp. 125-139). An Order Approving Voluntary Partition Deed of Full-Blood Indian Heirs was entered by the court on December 15, 1983. The Order directed that the subject parcel be conveyed to Vera Mason (Ref. 2, pp. 140-144). On December 16, 1983, a Quit Claim Deed from Winey Harjo, Wesley Harjo, Patsy J. Presson, and Anna Faye Harjo, individually and as the personal representative of the estate of Wilson Harjo (deceased), conveying the subject parcel to Vera Harjo, dated October 27, 1983, was recorded (Ref. 2, p. 147).

On December 12, 1983, in the District Court of Creek County, Bristow Division, in the Matter of the Estate of Wilson Harjo, Case N. P-83-6, the court entered an Order Allowing and Settling Final Account of Personal Representative, Determination of Heirship, and Final Decree of Distribution and Discharge. The Order determined that Anna Faye Harjo and Winey Harjo were the sole heirs of Wilson Harjo, who owned an undivided 35/132<sup>nd</sup> interest in the three tracts of real property conveyed by Winey Harjo to Anna Faye Harjo on October 24, 1983 (Ref. 2, pp. 11-124).

On March 24, 1988, Christy Witham filed a Notice of Application for Tax Deed indicating that she was the owner and holder of a Tax Sale Certificate for the subject parcel, purchased on October 16, 1985, for unpaid property taxes (Ref. 2, p. 148). It appears that the taxes were paid and the property redeemed, as no document was recorded conveying the subject parcel to Christy Witham and the chain-of-title from Vera Mason is unbroken.

On February 2, 1994, an Order Allowing and Settling Final Account of Personal Representative, Determination of Heirship, and Final Decree of Distribution and Discharge was entered by the District Court of Creek County, Bristow Division, in the Matter of the Estate of Vera Mason, Case No. 92-28-B. The court found that the sole heirs of the estate were Harland Perry, Kathleen Bushyhead, and Yarma Faye Mason (Ref. 2, pp. 155-159).

On December 12, 1994, Harland Perry and Yarma Faye Harjo each conveyed their interest in the subject parcel, through separate Warranty Deeds, to Kathleen Bushyhead (Ref. 2, pp. 165-166, 167-168).

On April 23, 1997, an Order Nunc Pro Tunc was issued by the District Court of Creek County, Bristow Division, in the Matter of the Estate of Vera Mason, correcting the legal description for Parcel 2 in the Final Decree of Distribution entered on February 2, 1994 (Ref. 2, p. 172).

On June 11, 2002, in the Matter of the Estate of Barney Harjo, Case No. P-82-8 in the District Court of Creek County, Bristow Division, an Order Allowing Final Account, Determining Heirship and Final Decree of Distribution and Discharge was entered by the court identifying Winey Harjo as the heir of Barney Harjo and granting an undivided 13/144<sup>th</sup> interest in the surface rights of six acres of land (Ref. 2, pp. 104-108). This Order does not appear to relate to the

subject parcel; however, it names Vera Mason as an heir to Barney Harjo and as the executrix of his estate.

On September 9, 2004, the Journal Entry of Judgment in Winey Harjo, *et al*, vs. the heirs, *et al*, of Yarma Harjo, issued on March 30, 1953, was recorded with the Creek County Recorder (Ref. 2, pp. 173-175).

#### **4.2.2 Leases**

On August 14, 1923, Yarma Harjo entered into a 20-year Tank Site Lease with Continental Refining Company on 23.6 acres of land. Land use included the construction, erecting, and maintenance of storage tanks for the storage of crude oil as well as the construction, maintenance, ownership and operation of equipment and facilities for handling the crude oil and its refined products, together with collateral lines of pipes and pipe necessary for the reasonable and convenient use of the tanks or equipment (Ref. 2, pp. 14-17).

On November 2, 1925, Lorraine Refining Company assigned the Tank Site Lease to Interocean Oil Company. According to the Assignment of Tank Site Lease, Lorraine Refining Company was named as assignee in a prior assignment; however, that document is not available and the date is unknown (Ref. 2, pp. 20-21).

On November 15, 1963, an Order Approving Business Lease was entered by the County Court of Creek County, in the Matter of the Estate of Yarma Harjo, Case No. 1848, approving a Business Lease dated September 9, 1963, from Winey Harjo, Wesley Harjo, Wilson Harjo, Barney Harjo, Vera Mason, and Patsy Harjo to McAdams Pipe & Supply Company. The Business Lease was a ten-year lease for commercial purposes on part of the SW¼ of the SW¼ of Section 20, Township 16 North, Range 9 East, and part of the NW¼ of the SW¼ of Section 20, Township 16 North, Range 9 East, (Ref. 2, pp. 89-91, 92-93).

On February 16, 1984, the District Court of Creek County, Sapulpa Division, issued an Order Approving Lease Agreement in the Matter of the Estate of Yarma Harjo, Case No. FB-84-4, approving a business lease agreement dated January 17, 1984, from Vera Mason to Langley Jones for the subject property (Ref. 2, pp. 145-146). The lease was not included in the recorded documentation; therefore, its purpose and duration are unknown.

#### **4.2.3 Easements**

On August 14, 1923, Yarma Harjo and his wife Winey Harjo entered into a Right of Way Agreement with J. Garfield Bluell to lay, maintain, operate and remove a pipe line 320 rods long

for the purpose of transporting natural gas on the W½ of the SW¼ and the SW¼ of the NW¼ of Section 20, Township 16 North, Range 9 East, (Ref. 2, p. 18).

On March 18, 1952, Winey Harjo, Vera Robinson, Paul Harjo, Kenneth Harjo, Wilson Harjo, Wesley Harjo, Barney Harjo, Patsy Harjo and Taylor Harjo entered into a Right of Way Agreement with Oklahoma Natural Gas Company to lay, maintain, operate, relay and remove a pipe line for the transportation of gas, with the right of ingress and egress on the W½ of the NW¼ of the Southeast quarter, less the N½ of the N½ of the NW¼ of the NW¼ of the SW¼ of Section 20, Township 16 North, Range 9 East, and the SW¼ of the SW¼ of Section 20, Township 16 North, Range 9 East, (Ref. 2, p. 25).

On March 25, 1992, the Oklahoma Turnpike Authority issued an Affidavit of Equitable Interest to Sprint Communications Company, L.P., successor-in-interest to US Telecom, Inc., granting Sprint Communications Company, L.P. the right to construct, operate, and maintain a fiber optic communications system on a strip of land 38.53 miles long and approximately ten-feet wide near Turner MP 197 in Section 20, Township 16 North, Range 9 East, (Ref. 2, pp. 149-154).

On March 18, 1994, Falcon Oil Properties entered into a Right of Way Grant with Mid-Continent Pipe Line Company for a tract of land located in the SW¼ of the SW¼ of Section 20, Township 16 North, Range 9 East, to install and maintain a pipe line for the transportation of oil, petroleum products, water, or other fluids (Ref. 2, pp. 160-162).

On June 28, 1994, The U.S. Bureau of Indian Affairs issued a 20-year Grant of Easement for Right of Way for a pipe line on a strip of land 50 feet wide on the subject parcel (Ref. 2, pp. 163-164). Mid-Continent Pipe Line Company assigned the right of way to Williams Pipe Line Company on December 20, 1994, through an Assignment and Assumption of Rights of Way (Ref. 2, pp. 169-171).

#### **4.3 Parcel Number 0000-20-016-009-0-024-22 – Parcel 3**

##### **4.3.1 Ownership**

On March 1, 1901, by an Act of Congress, an agreement was approved, and subsequently ratified by the Creek Nation on May 25, 1901, which provided that all lands of the Muskogee (Creek) Tribe of Indians should be allotted among the citizens of the tribe by the U.S. Commission to the Five Civilized Tribes, so as to give each an equal share of the whole in value. Pursuant to the agreement, the subject property, as it was included in a tract of land containing

117.40 acres, was conveyed to Yarma Harjo, a full-blood citizen of the tribe, through an Allotment Deed (Ref. 3, p. 8).

Between March 1, 1907 and August 9, 1907, Yarma Harjo conveyed 120 acres of land containing the subject parcel to Alfred H. Purdy (aka A.H. Purdy) through four Warranty Deeds (Ref. 3, pp. 9-13). It is not clear why multiple deeds were used to convey the same property.

On November 17, 1923, M.C. Bre Dahl conveyed his interest in the W½ of the W½ of Section 20, Township 16 North, Range 9 East, to Hiram C. Wilson through a Quit Claim Deed (Ref. 3, p. 19). It was not confirmed that M.C. Bre Dahl's interest included the subject parcel, which was owned by Alfred H. Purdy at this time.

On September 9, 1933, Minnie M. Purdy, C.H. Purdy, D.L. Purdy, and Olive Purdy (now Colaw), the sole heirs of A.H. Purdy (deceased) conveyed property including the subject parcel, less 2.60 acres for the right of way of the St. Louis-San Francisco Railway Company, to Yarma Harjo through a Quit Claim Deed (Ref. 3, p. 22).

On May 6, 1930, the U.S. Department of the Interior issued Certificate 678 Designating Lands Exempt from Taxation for the lands of Yarma Harjo (Ref. 3, p. 23).

On February 2, 1953, Winey Harjo, Wesley Harjo, Wilson Harjo, Paul Harjo, Taylor Harjo, Barney Harjo, Kenneth Harjo, Vera Robison (nee Harjo) and Patsy Harjo filed a Petition for Determination of Heirs in the County Court of Creek County, Case No. 6548, against the heirs, executors, administrators, trustees, devisees, successors and assigns, claimants and creditors of Yarma Harjo, deceased. The petition was to determine the heirs of Yarma Harjo and to confirm the interests inherited by each claimant at the time of his death, which were as follows: Winey Harjo, a one-third interest, and the remaining heirs a one-twelfth interest each (Ref. 3, pp. 26-42). On March 30, 1953, a Journal Entry of Judgment was issued by the court granting the claimants' petition and dividing the interest of the estate of Yarma Harjo as requested (Ref. 3, pp. 45-48). On May 16, 1953, a Supplemental Decree was issued stating that the property was inherited by Fullblood Creek Indians (Ref. 3, pp. 43-44).

On June 23, 1952, Taylor Harjo and his wife Bessie Harjo conveyed their inherited one-twelfth interest in the 160 acres (less the portion sold to Marathon Oil Company, Roy Dunaway, and/or the Oklahoma Turnpike Authority, the remaining total being approximately 86 acres) to Winey Harjo through a Quit Claim Deed (Ref. 3, p. 49).



On May 28, 1957, Winey Harjo, Barney Harjo, Patsy Harjo, Wesley Harjo, Vera Mason, and Paul Harjo filed a Petition for Approval of Partition Deeds in the Matter of the Estate of Yarma Harjo, Case No. 1715 in the County Court of Creek County. The Petition states that the St. Louis-San Francisco Railway Company has a right of way over 2.56 acres; that 30 acres were conveyed to Roy E. Dunaway; and that the Oklahoma Turnpike Authority acquired the surface rights of 20.41 acres of the original 157.5 acres, leaving 104.53 acres remaining to the heirs of Yarma Harjo. The Petition further states that Paul Harjo desired to acquire the full surface rights of approximately 7.5 acres of the land and to convey his one-twelfth interest in the surface rights of the remaining 97.02 acres of property to the remaining heirs (Ref. 3, pp. 62-71). An Order Approving Deeds was entered by the court on June 11, 1957. On the same date, a Deed of Conveyance, dated May 18, 1957, was filed with the Creek County Recorder, documenting conveyance of Paul Harjo's interest in the remaining property, less his 7.5 acres, to Winey Harjo, Barney Harjo, Patsy Harjo, Kenneth Harjo, Wesley Harjo, and Vera Mason (nee Harjo) (Ref. 3, pp. 74-75).

On November 23, 1959, in the Matter of the Estate of Yarma Harjo, Case No. 1715 in the County Court of Creek County, Kenneth Harjo filed a Petition for the Approval of Deed of Restricted Indian Heir, to convey his interest in 84.59 acres to Wilson Harjo. On the same date, Kenneth Harjo executed a General Warranty Deed for his interest in the property to Wilson Harjo (Ref. 3, pp. 50-59, 76-77). On December 15, 1959, the court issued an Order Approving Deed (Ref. 3, pp. 60-61).

On August 15, 1961, Winey Harjo, plaintiff, filed a petition against Taylor Harjo, defendant, in the Superior Court of Creek County at Bristow, Case No. 5753, to correct the legal description of the property in the Quit Claim Deed dated June 23, 1952 conveying the one-twelfth interest of Taylor and Bessie Harjo to Winey Harjo (Ref. 3, pp. 78-85). On December 7, 1961, a Journal Entry of Judgment was issued by the court correcting the legal description. The Journal Entry of Judgment was re-recorded on December 8, 1961, to correct the date of the finding from November to December (Ref. 3, pp. 86-87).

On July 5, 1962, Winey Harjo conveyed a one-twelfth interest in the 97.02 acres of land to Wilson Harjo and Effie Harjo, husband and wife, through a General Warranty Deed. The conveyance was subject to the homestead rights of Winey Harjo (Ref. 3, p. 88).

On April 14, 1970, an Order and Decree was issued by the District Court of Creek County, Bristow Division, in the Matter of the Judicial Determination of the Death of Effie Mae Harjo, Case No. P70-20, identifying Wilson Harjo as the survivor in interest of Effie Mae Harjo (Ref. 3, pp. 94-96).

On January 16, 1975, an Order Approving Sale was issued by the District Court in and for Creek County, in the Matter of the Approval of Warranty Deed and Easement by Winey Harjo, Wesley Harjo, Wilson Harjo, Barney Harjo, Patsy Presson and Vera Mason, Case No. FB74-28, approving the sale of 1.0123 acres of the property to Vera Mason. Vera Mason entered into a contract with the Housing Authority of the Creek Nation of Oklahoma to build a housing unit for her pursuant to the terms of the Annual Contributions Contract between the Housing Authority of the Creek Nation of Oklahoma and the U.S. Department of Housing and Urban Development (Ref. 3, pp. 97-103). On the same date, a Warranty Deed from Winey Harjo, Wesley Harjo, Wilson Harjo, Barney Harjo and Patsy Presson to Vera Mason, dated November 17, 1974, was recorded (Ref. 3, pp. 104-105). Also on January 16, 1975, a Warranty Deed dated November 17, 1974, conveying the subject parcel from Vera Mason to the Housing Authority of the Creek Nation of Oklahoma was recorded (Ref. 3, p. 108).

On October 24, 1983, Winey Harjo conveyed to Anna Faye Harjo an undivided 35/132 interest in three tracts of land in the W½ of the W½ of Section 20, Township 16 North, Range 9 East, containing: 1) 36.14 acres; 2) 24.1 acres; and 3) 4.51 acres (Ref. 3, pp. 116-117).

On November 14, 1983, a Petition for Voluntary Partition of Lands of Full-Blood Creek Indian Heirs was filed in the District Court of Creek County, Sapulpa Division, in the Matter of the Estate of Yarma Harjo, Case No. B-83-34, by Winey Harjo, Wesley Harjo, Vera Mason, Patsy J. Presson and Anna Faye Harjo to equitably partition the remaining property among the heirs of Yarma Harjo (Ref. 3, pp. 132-146). An Order Approving Voluntary Partition Deed of Full-Blood Indian Heirs was entered by the court on December 12, 1983. The Order directed that the subject parcel be conveyed to Vera Mason (Ref. 3, pp. 147-151). On the following date, a Quit Claim Deed dated October 27, 1983 from Winey Harjo, Wesley Harjo, Patsy J. Presson, and Anna Faye Harjo, individually and as the personal representative of the estate of Wilson Harjo (deceased), conveyed the subject parcel to Vera Harjo, was recorded (Ref. 3, p. 154).

On December 12, 1983, in the District Court of Creek County, Bristow Division, in the Matter of the Estate of Wilson Harjo, Case N. P-83-6, the court entered an Order Allowing and Settling Final Account of Personal Representative, Determination of Heirship, and Final Decree of Distribution and Discharge. The Order determined that Anna Faye Harjo and Winey Harjo were the sole heirs of Wilson Harjo, who owned an undivided 35/132<sup>nd</sup> interest in the three tracts of real property conveyed by Winey Harjo to Anna Faye Harjo on October 24, 1983 (Ref. 3, pp. 118-131).

On March 24, 1988, Christy Witham filed a Notice of Application for Tax Deed to Vera Mason indicating that she was the owner and holder of a Tax Sale Certificate for the subject parcel, purchased on October 16, 1985, for unpaid property taxes (Ref. 3, p. 155). It appears that the taxes were paid and the property redeemed as no document was recorded conveying the subject parcel to Christy Witham and the chain-of-title from Vera Mason is unbroken.

On December 2, 1992, the Oklahoma Turnpike Authority conveyed the subject parcel back to Vera Mason through a General Warranty Deed (Ref. 3, p. 162).

On February 2, 1994, an Order Allowing and Settling Final Account of Personal Representative, Determination of Heirship, and Final Decree of Distribution and Discharge was entered by the District Court of Creek County, Bristow Division, in the Matter of the Estate of Vera Mason, Case No. 92-28-B. The court found that the sole heirs of the estate were Harland Perry, Kathleen Bushyhead, and Yarma Faye Mason (Ref. 3, pp. 163-167).

On December 12, 1994, Harland Perry and Kathleen Bushyhead each conveyed their interest in the subject parcel, through separate Warranty Deeds, to Yarma Faye Mason (Ref. 3, pp. 173, 174).

On April 23, 1997, an Order Nunc Pro Tunc was entered by the District Court of Creek County, Bristow Division, in the Matter of the Estate of Vera Mason, correcting the legal description for the property in the Final Decree of Distribution entered on February 2, 1994 (Ref. 3, p. 178). On June 11, 2002, in the Matter of the Estate of Barney Harjo, Case No. P-82-8 in the District Court of Creek County, Bristow Division, an Order Allowing Final Account, Determining Heirship and Final Decree of Distribution and Discharge was entered by the court identifying Winey Harjo as the heir of Barney Harjo and granting an undivided 13/144<sup>th</sup> interest in the surface rights of six acres of land (Ref. 3, pp. 111-115). This Order does not appear to relate to the subject parcel; however, it names Vera Mason as an heir to Barney Harjo and as the executrix of his estate.

On September 9, 2004, the Journal Entry of Judgment in Winey Harjo, *et al*, vs. the heirs, *et al*, of Yarma Harjo, issued on March 30, 1953, was recorded with the Creek County Recorder (Ref. 3, pp. 179-181).

#### **4.3.2 Leases**

On January 1, 1917, Yarma Harjo entered into a 20-year Tank Site Lease with Continental Refining Company on 23.6 acres of land. Land use included the construction, erecting, and maintenance of storage tanks for the storage of crude oil as well as the construction, maintenance, ownership and operation of equipment and facilities for handling the crude oil and its refined products, together with collateral lines of pipes and pipage necessary for the reasonable and convenient use of the tanks or equipment (Ref. 3, pp. 14-17).

On November 2, 1925, Lorraine Refining Company assigned the Tank Site Lease to Interocean Oil Company. According to the Assignment of Tank Site Lease, Lorraine Refining Company was named as assignor in a prior assignment; however, that document is not available and the date is unknown (Ref. 3, pp. 20-21).

On March 8, 1937, Producers Oil Company released the Tank Site Lease. Producers Oil Company was named as an assignee in a prior Assignment; however, that document is not available and the date of the Assignment is unknown (Ref. 3, p. 24).

On November 15, 1963, an Order Approving Business Lease was entered by the County Court of Creek County, in the Matter of the Estate of Yarma Harjo, Case No. 1848, approving a Business Lease dated September 9, 1963, from Winey Harjo, Wesley Harjo, Wilson Harjo, Barney Harjo, Vera Mason, and Patsy Harjo to McAdams Pipe & Supply Company. The Business Lease was a ten-year lease for commercial purposes on part of the SW¼ of the SW¼ of Section 20, Township 16 North, Range 9 East, and part of the NW¼ of the SW¼ of Section 20, Township 16 North, Range 9 East, (Ref. 3, pp. 89-91, 92-93).

On February 16, 1984, the District Court of Creek County, Sapulpa Division, issued an Order Approving Lease Agreement, in the Matter of the Estate of Yarma Harjo, Case No. FB-84-4, approving a business lease agreement dated January 17, 1984, from Vera Mason to Langley Jones for the subject property (Ref. 3, pp. 152-153). The lease was not included in the recorded documentation; therefore, its purpose and duration are unknown.

#### **4.3.3 Easements**

On August 14, 1923, Yarma Harjo and Winey Harjo, his wife, entered into a Right of Way Agreement with J. Garfield Bluell to lay, maintain, operate and remove a pipe line 320 rods long

for the purpose of transporting natural gas on the W½ of the SW¼ and the SW¼ of the NW¼ of Section 20, Township 16 North, Range 9 East, (Ref. 3, p. 18).

On March 18, 1952, Winey Harjo, Vera Robinson, Paul Harjo, Kenneth Harjo, Wilson Harjo, Wesley Harjo, Barney Harjo, Patsy Harjo and Taylor Harjo entered into a Right of Way Agreement with Oklahoma Natural Gas Company to lay, maintain, operate, relay and remove a pipe line for the transportation of gas, with the right of ingress and egress on the W½ of the NW¼ of the Southeast quarter, less the N½ of the N½ of the NW¼ of the NW¼ of the SW¼ of Section 20, Township 16 North, Range 9 East, and the SW¼ of the SW¼ of Section 20, Township 16 North, Range 9 East, (Ref. 3, p. 25).

On November 17, 1994, Winey Harjo, Wesley Harjo, Wilson Harjo, Barney Harjo, and Patsy Presson granted an Easement on 0.4132 acres of land for the right of ingress and egress for the purposes of building a roadway (Ref. 3, pp. 106-107). Also on November 17, 1974, Vera Mason granted an Easement to the Housing Authority of the Creek Nation of Oklahoma for right of way access across the 0.4132 acres of land (Ref. 3, p. 109). On June 3, 1976, the Housing Authority of the Creek Nation of Oklahoma issued a Certificate of Completion and Satisfaction for the construction of one dwelling unit (Ref. 3, p. 110).

On March 25, 1992, the Oklahoma Turnpike Authority issued an Affidavit of Equitable Interest to Sprint Communications Company, L.P., successor-in-interest to US Telecom, Inc., granting Sprint Communications Company, L.P. the right to construct, operate, and maintain a fiber optic communications system on a strip of land 38.53 miles long and approximately 10 feet wide near Turner MP 197 in Section 20, Township 16 North, Range 9 East, (Ref. 3, pp. 156-161).

On March 18, 1994, Falcon Oil Properties executed a Right of Way Grant with Mid-Continent Pipe Line Company for a tract of land located in the SW¼ of the SW¼ of Section 20, Township 16 North, Range 9 East, to install and maintain a pipe line for the transportation of oil, petroleum products, water, or other fluids (Ref. 3, pp. 168-170).

On June 28, 1994, the US Bureau of Indian Affairs issued a 20-year Grant of Easement for Right of Way for a pipe line on a strip of land 50 feet wide on the subject parcel (Ref. 3, pp. 171-172). Mid-Continent Pipe Line Company assigned the right of way to Williams Pipe Line Company on December 20, 1994, through an Assignment and Assumption of Rights of Way (Ref. 3, pp. 175-177).

#### **4.4 Parcel Number 0000-29-016-009-0-005-00 – Parcel 4**

##### **4.4.1 Ownership**

On April 4, 1903, the United States Commission to the Five Tribes (Muskogee (Creek) Nation) conveyed 120 acres in the E½ of the NW¼ and the SW¼ of the NE¼ in Section 29, Township 16 North, Range 9 East, to Minerva Robins. This conveyance was part of an agreement made by the Muskogee (Creek) Tribe of Indians that land in the Indian Territory should be allotted among the citizens of the tribe, to give each an equal share of the whole in value. (Ref. 4, pp. 8).

The title history becomes somewhat convoluted after this time, as multiple Warranty Deeds were filed in a short span of time (December 20, 1904 through March 16, 1905). Flora Jacobs, Minerva Robins' mother and sole heir, conveyed the land she inherited to George Jacobs on March 15, 1905. George Jacobs and his wife, Lydia Jacobs conveyed the land to A.H. Purdy on December 20, 1904, and to the International Bank of Bristow on March 16, 1905. A.H. Purdy is listed as President of the International Bank of Bristow in a later title document, so the intent of the pair of documents may have been to confirm title (Ref. 4, pp. 11-13, 9-10, 12-13, 18-19).

A partially overlapping tract of land listed as the N½ of the NW¼ of Section 29, Township 16 North, Range 9 East, was conveyed from Flora Jacobs to A.H. Purdy through a Warranty Deed on April 7, 1905. George and Lydia Jacobs also conveyed this same land, which includes 40 of the same acres previously conveyed, to A.H. Purdy on April 12, 1905 through a Warranty Deed. On May 15, 1905, A.H. and M.M. Purdy conveyed this land to International Bank of Bristow through a Warranty Deed; thereby, placing the entire 160 acres under bank ownership (Ref. 4, pp. 14, 15-16, 17).

International Bank of Bristow conveyed the total combined land area to George S. Carman and Jas. M. Cummings on May 26, 1905 (Ref. 4, pp. 18-19).

On June 3, 1905, Heck Robbins conveyed a (non-site) tract of land in Section 8, Township 16 North, Range 9 East, and the NE¼ of the NW¼ of Section 29, Township 16 North, Range 9 East, to A.H. Purdy through a Warranty Deed. At that time, the land in Section 29 appeared to have been conveyed to George S. Carman and Jas. M. Cummings (Ref. 4, pp. 20, 18-19).

Although the land had already been conveyed in a Warranty Deed, A.H. and M.M. Purdy conveyed the N½ of the NW¼ to James M. Cummins and George S. Carman in a Quit Claim Deed on December 31, 1907 possibly to clear title. James M and Katie Cummins, and George S.

and Katie Carman conveyed the land to James H. Nimmo, Jr. through a Warranty Deed on January 19, 1909. James H. Nimmo, Jr. and his wife Eliza J. Nimmo conveyed the land (less the land occupied by the St. Louis-San Francisco Railway right of way) back to James M. Cummins and George S. Carman through a Warranty Deed on December 12, 1909. James M. and Katie Cummins conveyed their undivided one-half interest in the land to James S. Carman on January 28, 1911 (Ref. 4, pp. 18-19, 21, 22, 23-24, 25).

James S. and Matilda Carman, and G.S. and Katie Carman conveyed 69.15 acres of land (the NE¼ of the NW¼ and the NW¼ of the NW¼ lying southeast of the Frisco Railway) to Harry Ekdahl through a Warranty Deed on January 22, 1914 (Ref. 4, pp. 27-28).

J.L. Byrne, who is not listed in any previous title records for this parcel, conveyed the E½ of the NW¼ of Section 29, Township 16 North, Range 9 East, J.S. Carman and G.S. Carman through a Quit Claim Deed on February 16, 1914. This land had already been conveyed on multiple occasions and J.L. Byrne may have been clearing title for two of the grantor listed in the previous paragraph (Ref. 4, pp. 26).

Harry and Helen Ekdahl conveyed the 69.15 acres to T.B. Slick on June 29, 1914, through a Warranty Deed. Thomas B. Slick then conveyed the land to the Slick Oil Company through a Deed on October 20, 1914 (Ref. 4, pp. 29, 30).

On April 11, 1919, the Slick Oil Company conveyed 109.14 acres out of the NW¼ of the NE¼ and the N½ of the NW¼ of Section 29, Township 16 North, Range 9 East, to A.A. Rollerstone through a Special Warranty Deed. The conveyance was free from all encumbrances except for a referenced oil and gas mining lease dated March 27, 1919, to Sinclair Oil and Gas Company recorded in Book 179 at pp. 180 at the County Clerk of Creek County (Ref. 4, pp. 40).

On February 12, 1921, A.A. Rollestone conveyed part of the NW¼ of the NE¼ and part of the NE¼ of the NW¼ to H.F. Wilcox in a Warranty Deed. H.F. Wilcox then conveyed the same land to H.F. Wilcox Oil & Gas Company on August 2, 1921. H.F. Wilcox Oil & Gas Company had changed its name to Wilcox Oil Company on November 4, 1918 through a Certificate of Amendment at the Delaware Secretary of State (Ref. 4, pp. 41, 42, 66-67).

A Quit Claim Deed was executed April 21, 1927, by which the NW¼ of the NE¼ and the NE¼ of the NW¼ of Section 29, Township 16 North, Range 9 East, was conveyed from Allen G. Nichols and Sid White to George and Flora Jacobs to clear title. George and Flora Jacobs had already conveyed this land to A.H. Purdy in 1905 (Ref. 4, pp. 43, 14, 15-16).

On November 1, 1963, Wilcox Oil Company executed a Quit Claim Deed which conveyed 110.08 acres of land in four tracts in the NE¼ and NW¼ Section 29, Township 16 North, Range 9 East, to Wendell H. Sandlin (Ref. 4, pp. 73-74).

On December 9, 1963, Wendell H. Sandlin filed a Petition with the Creek County Court as a Plaintiff against all previous owners who still had rights to the property. The defendants consisted of the following individuals: Minerva and Clarence Robins, Flora Jacobs, George Jacobs, Lydia Jacobs, Heck Robins, A.A. Rollestone, J.H. Wright, W.F. Calahan, J.W. Woodford, Mildred Rollestone (if living, and if not living, their known and unknown heirs, devisees, legatees, executors, administrators and assigns, immediate and remote). The Defendants also consisted of the following corporations: International Bank of Bristow, Farmers State Bank, Indianoma Refining Company, Continental Refining Company, Slick Oil Company, Sinclair Pipe Line Company, Stanolind Pipe Line Company, Ohio Oil Company, Marathon Oil Company, C.D. Webster Oil Company, Lorrain Petroleum Company, Title Guarantee and Trust Company, First Trust & Savings Bank, Standard Oil Company (if in existence, and if not in existence, their company's successors, Trustees, or assigns). An Affidavit was also filed that same date which outlined the inability of the Plaintiff to locate a number of the defendants and requested service by publication. The proof of publication was filed on December 26, 1963. A Court Notice was filed on December 11, 1963, which indicated the Defendants must answer the Plaintiff's Petition no later than January 24, 1964. An Affidavit of Non-Mailing was filed on January 24, 1964, which indicated no response had been received within six days of the first service publication (Ref. 4, pp. 75-80, 81-83, 86-87, 84-85, 88).

Marathon Oil Company (formerly The Ohio Oil Company), Service Pipe Line Company (formerly Stanolind Pipeline Company), Mildred Rollestone, and Standard Oil Company disclaimed any right, title, interest and estate to the real estate (Ref. 4, pp. 89, 90, 91, 92).

On January 27, 1964, Wendell H. Sandlin was ruled to have right, title and undivided interest in the 110.08 acres of land (Ref. 4, pp. 93-97).

Wendell H. Sandlin conveyed the 110.08 acres to Tenneco Oil Company on December 16, 1965 through a General Warranty Deed. It was subsequently conveyed on June 14, 1966 to D.H. Bolin (Ref. 4, pp. 98-99, 100-101).

On June 15, 1966, D.H. Bolin conveyed the 110.08 acres plus a fifth tract of land composed of Lots 1, 2, 3, and 4 of Block 1, in the Original Town of Bristow to Bolin Oil Company. It was



conveyed to C.W. Stradley on July 15, 1966. A Bill of Sale and Assignment of Water Line and Right of Way were filed for this transaction; a 4-7/8" waterline right of way was described in the document (Ref. 4, pp. 102-103, 104-105, 106-107).

The First Wichita National Bank filed suit against C.W. Stradley, d/b/a Stradley Supply Company, et al, on July 26, 1971, for nonpayment of debt, with accrued interest and legal fees. A Sheriff's sale of property was held on September 7, 1971. The First Wichita National Bank submitted the highest bid at the property auction and the deed was assigned to the Bank on September 21, 1971 (Ref. 4, pp. 108-112, 113-114, 115-116).

The First Wichita National Bank conveyed the 110.08 acres to Billy Joe and Peggy L. Bennet through a Warranty Deed on February 11, 1974. Billy Joe and Peggy L. Bennet conveyed three of the tracts out of the 110.08 acres to C.P. and M. Aline Mercer through a Warranty Deed on October 6, 1975 (Ref. 4, pp. 117-119, 120-121).

Although Audie and Fred Taylor do not appear previously in the chain of title, they conveyed the 400 foot strip of land in the northeast corner of NE¼ of the NW¼ in Section 29, Township 16 North, Range 9 East, to Lacey O. and Margaret L. Taylor on May 22, 1979 (Ref. 4, pp. 122).

C.P. and M. Aline Mercer conveyed the W½ of the W½ of the NW¼ of the NE¼ and the E½ of the E½ of the NE¼ of the NW¼ of Section 29, Township 16 North, Range 9 East, to Glenda A. Doughtry on October 7, 1982. The property was conveyed back to the Mercers on November 22, 1982 (Ref. 4, pp. 123, 124).

On May 12, 1986, the First National Bank of Sapulpa filed a Notice of *Lis Pendens* against C. P. and M. Aline Mercer, Nadine Thoos (Creek County Treasurer), Board of County Commissioners for Creek County, Union Speer Abstract Company, Inc., Stuart Lumber Company, and General Motors Acceptance Corporation. A request was made to foreclose on the mortgages. The property in question was comprised of the NW¼ of the NE¼ and the NE¼ of the NW¼ less and except a 200 foot by 250 foot tract of land. The land was auctioned on June 1, 1987, and acquired by Bill Bethel, the highest bidder, through a Sheriff's Deed (Ref. 4, pp. 125-126, 127-129, 130-132).

Bill Bethel conveyed surface land rights (along with other (non-site) tracts in different sections) to his wife Shirley Bethel through a Quit Claim Deed on August 14, 1991. Bill and Shirley Bethel conveyed the land to Ann Montgomery on May 31, 1994 through a Warranty Deed. Lacy O. and

Margaret L. Taylor conveyed the 400-foot tract of land in the NE¼ of the NW¼ in Section 29, Township 16 North, Range 9 East, to Ann Montgomery (Ref. 4, 133-134, 135-136, 137).

Phillip J. Elias and Sherry A. Elias, also known as Ann Montgomery, conveyed the land to SPE, Inc., first through a General Warranty Deed on June 5, 1997, and then through a Quit Claim Deed on November 5, 1999. The land was again conveyed to H.L. and Kippy L. Pinson through a Joint Tenancy Warranty Deed on December 14, 2001 (Ref. 4, pp. 138-139, 140-141, 142-143).

H.L. and Kippy L. Pinson conveyed the E½ of the E½ half of the NE¼ of the NW¼ of Section 29, Township 16 North, Range 9 East, to Ronnie L. and Carla A. Painter on October 9, 2002. Through a General Warranty Deed, this property with additional surrounding lands was conveyed from Bill and Shirley Bethel to Bill and Shirley Bethel, as Trustees of the Bill Bethel and Shirley Bethel Family Trust on November 26, 2002. A Corrective Quit Claim Deed was executed on July 31, 2003, to confirm the property transfer from Bill and Shirley Bethel to Bill and Shirley Bethel, as Trustees of the Bill Bethel and Shirley Bethel Family Trust, as the "Record Title Owners" (Ref. 4, pp. 151, 152-153, 154-155).

A Notice of Pending Suit was filed by LaSalle Bank National Association against Ronnie L. Painter on August 30, 2006, concerning the E½ of the E½ of the NE¼ of the NW¼ in Section 29, Township 16 North, Range 9 East. The land was sold to LaSalle Bank National Association for \$85,000.00 on January 11, 2007. LaSalle Bank National Association conveyed the land to Stephen D. Lane, the current owner, on December 15, 2007 through a Special Warranty Deed (Ref. 4, pp. 160, 161-162, 163-164, 165-166).

#### **4.4.2 Leases**

The Slick Oil Company leased 16 steel tanks on the NW¼ of the NE¼ and the N½ of the NW¼ of Section 29, Township 16 north, Range 9 East, to Standard Oil Company. The tanks held crude oil and crude oil products amounting to 807,958.73 barrels containing 42 gallons each. The tanks, fire walls, fixtures and equipment for the tanks belonged to the Slick Oil Company. A second tanksite lease was filed the same day between the two parties that covered 65 acres of land. Five dollars per acre per year was paid by the lessee (Ref. 4, pp. 31, 34-38).

#### **4.4.3 Easements**

The Slick Oil Company granted right of way to Indianahoma Refining Company for the purpose of pipeline use on February 10, 1916. The land used for the right of way was in NE¼ of the NW¼

and NW¼ of the NE¼ in Section 29, Township 16 North, Range 9 East. The pipeline length was 115 rods (Ref. 4, pp. 39).

On December 27, 1946, a Right of Way Agreement was executed between Wilcox Oil Company and Sunray Oil Corporation. This agreement allowed Sunray Oil Corporation to have pipeline construction, operation and removal rights in the land owned by Wilcox Oil in the N½ of the NW¼ of Section 29, Township 16, North, Range 9 East, (Ref. 4, pp. 44-45).

An Assignment of Right of Way was filed for all pipeline right of way owned by Sunray Oil Corporation in the northern half of the NW¼. Sunray Pipe Line Company was assigned a 9/10 interest and Wilcox Oil Company was assigned a 1/10 interest. In early 1954, both parties signed over their interest to Oklahoma Mississippi River Products Line, Inc. in two Assignments of Right of Way (Ref. 4, pp. 46-47, 48-50, 51-53).

On February 7, 1967, Sunray DX Oil Company, the survivor in a merger with Oklahoma Mississippi River Products Line, Inc., conveyed pipeline rights of way to OMR Pipe Line Company (Ref. 4, pp. 54-58).

On December 19, 1992 Sun Pipe Line Company assigned all rights of way to Sun Marine Terminals Company through an Assignment and Assumption of Right of Way. The N½ half of the NW¼ was specifically mentioned. It implies, although not mentioned in the title documents, that OMR Pipe Line Company was the non-survivor of a merger with Sun Pipe Line Company (Ref. 4, pp. 59-61).

Williams Pipe Line Company conveyed a pipeline easement to Williams Pipe Line Company, LLC (their new corporate name) in an Assignment and Conveyance document on September 23, 2002. The documents references a Sunray Oil Corporation Right of Way Agreement dated February 17, 1947, listing part of the N½ of the NW¼ of Section 29, Township 16 North, Range 9 East. Information was also provided from the Delaware Secretary of State confirming the corporate name change (Ref. 4, pp. 144-150).

On March 31, 1958, Wilcox Oil Company conveyed new pipeline construction and maintenance rights to Phillips Petroleum Company in a Right of Way Contract for the NE¼ of the NW¼ and the NW¼ of the NE¼ in Section 29, Township 16 North, Range 9 East. Additionally the contract mentions that the pipeline location will be south, southeast, or east of existing tanks and their dikes. Phillips Petroleum Company reassigned right of way to Associated Natural Gas, Inc. on October 1, 1992 (Ref. 4, pp. 62, 63-65).

On May 29, 2003, Duke Energy Field Services, LP (formerly Associated Natural Gas, Inc.) assigned gas gathering operations to ScissorTail Field Services, LLC in part of the NW¼ of Section 29, Township 16 North, Range 9 East, (Ref. 4, pp. 156-159).

In addition to gasline right of way records in the area, there was a railroad presence. On October 16, 1963, the St. Louis-San Francisco Railway Company (a/k/a Frisco Railway) filed a certificate with Creek County that outlined the railroad tracks on the N½ of the NW¼ of Section 29, Township 16 North, Range 9 East, on diagrams and blueprints (Ref. 4, pp. 68-72).

#### **4.5 Parcel Number 0000-29-016-009-0-005-01 – Parcel 5**

##### **4.5.1 Ownership**

On July 25, 1904, the United States Commission to the Five Tribes (Muskogee (Creek) Nation) conveyed NW¼ of the NE¼ in Section 29, Township 16 North, Range 9 East, to Clarence Robins. This conveyance was part of an agreement made by the Muskogee (Creek) Tribe of Indians, that land in the Indian Territory should be allotted among the citizens of the tribe, to give each an equal share of the whole in value (Ref. 5, pp. 8).

The title history becomes somewhat convoluted after this time, as multiple Warranty Deeds and Quit Claim Deeds were filed. Between March 15, 1905, and December 13, 1910, multiple conveyance documents were filed for the title to the NW¼ of the NE¼ in Section 29, Township 16 North, Range 9 East. Flora Jacobs (grandmother to Clarence Robins) conveyed the land to George Jacobs (uncle to Clarence Robins) on March 15, 1905. George Jacobs and Lydia Jacobs (his wife) conveyed the land to International Bank of Bristow. Heck Robins (grandfather of Clarence Robins) conveyed the land to Canadian Valley Trust Company on April 13, 1905. Flora Jacobs and Heck Robins claimed to be heirs of Clarence Robins, which contributed to simultaneous claims of undivided interest in the property (Ref. 5, pp. 9, 36-37, 10).

The Canadian Valley Trust Company conveyed the land to Good Land Company on June 1, 1905. On May 8, 1911, Canadian Valley Trust Company filed a Quit Claim Deed for the land, conveying it to Good Land Company (Ref. 5, pp. 11-12, 22).

Flora and George Jacobs conveyed the land to A.H. Purdy on April 12, 1907; two separate deeds were filed for this conveyance. Flora Jacobs also conveyed the land to J.L. Byrne on May 28,

1910, through a Quit Claim Deed. J.L. Byrne acquired a one-half divided interest in the property (Ref. 5, pp. 13-14, 15, 38).

J.C. Doneghy conveyed the land to Bernard B. Jones on December 8, 1910 through a Quit Claim Deed. The origin of J.C. Doneghy's claim of title to the land is unknown, but the deed cleared any ownership interest. Good Land Company conveyed the land to Bernard B. Jones on December 10, 1910. Bernard B. Jones and Ethel Jones conveyed the land to A.H. Purdy on December 13, 1910. At this point, all ownership has been vested in A.H. Purdy, except for one Quit Claim Deed to J.L. Byrne, whose name does not appear again in the chain of title (Ref. 5, pp. 11-12, 16, 17, 18).

A.H. Purdy and M.M. Purdy conveyed the land to Omer C. Coppedge on December 30, 1910, who then, with his wife Stella G. Coppedge conveyed it back to A.H. Purdy on May 2, 1911. A.H. Purdy and M.M. Purdy conveyed the land to J.B. McHenry on the same date (Ref. 5, pp. 19, 20, 21).

J.B. McHenry and Ella McHenry conveyed the land back to A.H. Purdy on January 19, 1914. A.H. Purdy and M.M. Purdy conveyed the property to T.B. Slick on June 29, 1914 (Ref. 5, pp. 23, 24).

On April 11, 1919, the Slick Oil Company conveyed 109.14 acres composed of the NW¼ of the NE¼ and the N½ of the NW¼ of Section 29, Township 16 North, Range 9 East, to A.A. Rollerstone through a Special Warranty Deed. The conveyance was free from all encumbrances except for an oil and gas mining lease dated March 27, 1919, to Sinclair Oil and Gas Company recorded in Book 179 at page 180 at the County Clerk of Creek County. (Ref. 5, page 46).

On February 12, 1921, A.A. Rollestone conveyed part of the NW¼ of the NE¼ and the NE¼ of the NW¼, less five acres in square form, to H.F. Wilcox in a Warranty Deed. H.F. Wilcox then conveyed the same land to H.F. Wilcox Oil & Gas Company on August 2, 1921. H.F. Wilcox Oil & Gas Company had changed its name to Wilcox Oil Company on November 4, 1918, documented by a Certificate of Amendment at the Delaware Secretary of State (Ref. 5, pp. 32, 47, 52-53).

H.F. Wilcox Oil & Gas Company conveyed the land to The Prairie Oil & Gas Company on March 14, 1927 (Ref. 5, pp. 55).

A Quit Claim Deed was executed April 21, 1927 conveying the NW¼ of the NE¼ and the NE¼ of the NW¼ of Section 29, Township 16 North, Range 9 East, from Allen G. Nichols and Sid White to George and Flora Jacobs. George and Flora Jacobs had conveyed this land to A.H. Purdy back in 1907 (Ref. 5, pp. 44, 13-14, 15).

On June 15, 1929, Prairie Oil & Gas Company conveyed the land back to H.F. Wilcox Oil & Gas Company, now Wilcox Oil Company (Ref. 5, pp. 33).

On November 1, 1963, Wilcox Oil Company executed a Quit Claim Deed which conveyed 110.08 acres of land in four tracts in the NE¼ and NW¼ Section 29, Township 16 North, Range 9 East, to Wendell H. Sandlin. Later in 1967, Wilcox Oil Company merged into Tenneco Oil Company (Ref. 5, pp. 56-57, Ref. 7, 86).

On December 9, 1963, Wendell H. Sandlin filed a Petition with the Creek County Court as a Plaintiff against all previous owners who still had rights to the property. The defendants consisted of the following individuals: Minerva and Clarence Robins, Flora Jacobs, George Jacobs, Lydia Jacobs, Heck Robins, A.A. Rollestone, J.H. Wright, W.F. Calahan, J.W. Woodford, Mildred Rollestone (if living, and if not living their known and unknown heirs, devisees, legatees, executors, administrators and assigns, immediate and remote). The Defendants also included the following corporations: International Bank of Bristow, Farmers State Bank, Indianahoma Refining Company, Continental Refining Company, Slick Oil Company, Sinclair Pipe Line Company, Stanolind Pipe Line Company, Ohio Oil Company, Marathon Oil Company, C.D. Webster Oil Company, Lorrain Petroleum Company, Title Guarantee and Trust Company, First Trust & Savings Bank, Standard Oil Company (if in existence, and if not in existence their successors, Trustees, or assigns of each of the listed corporations). An Affidavit was also filed that same date which outlined the inability of the Plaintiff to locate a number of the defendants and requested service by publication. The proof of publication was filed on December 26, 1963. A Court Notice was filed December 11, 1963, which indicated the Defendants must answer the Plaintiff's Petition no later than January 24, 1964. An Affidavit of Non-Mailing was filed on January 24, 1964, which indicated no response had been received within six days of the first service publication (Ref. 5, pp. 56-63, 64-66, 67-68, 69-70, 71).

Marathon Oil Company (formerly The Ohio Oil Company), Service Pipe Line Company (formerly Stanolind Pipeline Company), Mildred Rollestone, and Standard Oil Company disclaimed any right, title, interest and estate to the real estate (Ref. 5, pp. 71, 72, 73, 74).

On January 27, 1964, the court ruled that Wendell H. Sandlin had right, title and undivided interest in the 110.08 acres of land (Ref. 5, pp. 76-80).

Wendell H. Sandlin conveyed the 110.08 acres to Tenneco Oil Company on December 16, 1965, through a General Warranty Deed. It was then conveyed on June 14, 1966, to D.H. Bolin (Ref. 5, pp. 81-82, 83-84).

On June 15, 1966, D.H. Bolin conveyed the 110.08 acres plus a fifth tract of land composed of Lots 1, 2, 3, and 4 of Block 1, in the Original Town of Bristow to Bolin Oil Company. It was then conveyed to C.W. Stradley on July 15, 1966. A Bill of Sale and Assignment of Water Line and Right of Way were filed for this transaction; a 4-7/8" water line right of way was described in the document (Ref. 5, pp. 85-86, 87-88, 89-90).

The First Wichita National Bank filed suit against C.W. Stradley, d/b/a Stradley Supply Company, *et al*, on July 26, 1971 for nonpayment of debt, with accrued interest and legal fees. Sheriff's sale of property was held on September 7, 1971. The First Wichita National Bank submitted the winning bid at the property auction. The deed was assigned to the bank on September 21, 1971 (Ref. 5, pp. 91-95, 96-97, 98-99).

The First Wichita National Bank conveyed the 110.08 acres to Billy Joe and Peggy L. Bennet through a Warranty Deed on February 11, 1974. Billy Joe and Peggy L. Bennet conveyed three of the tracts within the 110.08 acres to C.P. and M. Aline Mercer through a Warranty Deed on October 6, 1975 (Ref. 5, pp.100-102, 103-104).

C.P. and M. Aline Mercer conveyed the W½ of the W½ of the NW¼ of the NE¼ and the E½ of the E½ of the NE¼ of the NW¼ of Section 29, Township 16 North, Range 9 East, to Glenda A. Doughtry on October 7, 1982. The property was conveyed back to the Mercers on November 22, 1982 (Ref. 5, pp. 105, 106).

On May 12, 1986, the First National Bank of Sapulpa filed a Notice of *Lis Pendens* against C. P and M. Aline Mercer, Nadine Thoos (Creek County Treasurer), Board of County Commissioners for Creek County, Union Speer Abstract Company, Inc., Stuart Lumber Company, and General Motors Acceptance Corporation. A request was made to foreclose on the mortgages. The property in question was comprised of the NW¼ of the NE¼ and the NE¼ of the NW¼, less and except a 200-foot by 250-foot tract of land. The land was auctioned on June 1, 1987, and conveyed to Bill Bethel, the highest bidder, through a Sheriff's Deed (Ref. 5, pp. 107-108, 109-111, 112-114).

Bill Bethel conveyed surface land rights (along with many other tracts in different sections) to his wife Shirley Bethel through a Quit Claim Deed on August 14, 1991. Bill and Shirley Bethel conveyed the land to Ann Montgomery on May 31, 1994 through a Warranty Deed (Ref. 5, pp. 115-116, 117-118).

Phillip J. Elias and Sherry A. Elias, also known as Ann Montgomery, conveyed the land to SPE, Inc. first through a General Warranty Deed on June 5, 1997, and then through a Quit Claim Deed on November 5, 1999 (Ref. 5, pp. 119-120, 121-122).

SPE, Inc., conveyed the W½ of the W½ of the NW¼ of the NE¼ and the E½ of the W½ of the NW¼ of the NE¼ of Section 29, Township 16 North, Range 9 East, to Ernest E. Keeler and Tina L. Keeler on September 22, 2000, through a Joint Tenancy Warranty Deed. The property was then conveyed to Danny J. Watters and Brenda L. Watters on November 14, 2000, again through a Joint Tenancy Warranty Deed (Ref. 5, 123, 124).

On October 31, 2001, a Notice of Pendency of Action *Lis Pendens* was issued for the W½ of the W½ of the NW¼ of the NE¼ and the E½ of the W½ of the NW¼ of the NE¼ for Section 29, Township 16 North, Range 9 East. SPE, Inc., filed suit against Ernest E. Keeler and Tina L. Keeler, Kathy Anglin, Creek County Treasurer, and the Board of County Commissioners of Creek County Oklahoma. SPE, Inc., was seeking to foreclose on the real property. An Amended Notice of *Lis Pendens* was executed on January 25, 2002, to include Danny J. Watters and Brenda L. Watters in the list of Defendants. The notice stated foreclosure on the real property had been filed (Ref. 5, pp. 127, 128).

An Order Confirming Sheriff's Sale, as well as the Sheriff's Deed were filed on June 3, 2002. SPE, Inc., regained the title to the W½ of the NW¼ of the NE¼ of Section 29, Township 16 North, Range 9 East, (Ref. 5, pp. 129-130, 131-134).

On December 18, 2001, between the time when the Notice of Pendency of Action *Lis Pendens* and the Amended Notice of *Lis Pendens* were executed, SPE, Inc., conveyed the W½ of the W½ of the NW¼ of the NE¼ and the E½ of the E½ of the NE¼ of the NW¼ in Section 29, Township 16 North, Range 9 East, to H.L. Pinson and Kippy L. Pinson. It is unusual that this conveyance occurred prior to SPE, Inc., regaining title to the property on June 3, 2002 (Ref. 5, pp. 135-136).

An additional General Warranty Deed conveyed this property with additional surrounding lands from Bill and Shirley Bethel to Bill and Shirley Bethel, as Trustees of the Bill Bethel and Shirley Bethel Family Trust on November 26, 2002. A corrective Quit Claim Deed was executed on July 31, 2003 to convey claims on the property from Bill and Shirley Bethel to Bill and Shirley Bethel, as Trustees of the Bill Bethel and Shirley Bethel Family Trust to the "Record Title Owners" (Ref. 5, pp. 137-138, 139-140).



On September 21, 2006, H.L. Pinson and Kippy L. Pinson conveyed the property in its current form to the current owners, Benjamin H. Thomas and Sondra Janette Evans, through a Corrective Joint Warranty Deed (Ref. 5, 145-146).

#### **4.5.2 Leases**

The Slick Oil Company leased 16 steel tanks on the NW¼ of the NE¼, the N½ of the NW¼ of Section 29, Township 16 North, Range 9 East, and the E½ of the SW¼ of Section 33, Township 18 North, Range 9 East, to Standard Oil Company. The tanks held crude oil and crude oil products amounting to 807,958.73 barrels of 42 gallons each. The tanks, fire walls, the fixtures and equipment in connection with the tanks belonged to the Slick Oil Company. A second and third tank site lease was filed the same day between the two parties that included 65 acres of land. Five dollars per acre per year was paid by the lessee (Ref. 5, pages 25-26, 39-41, 42-44).

#### **4.5.3 Easements**

The Slick Oil Company granted right of way to Indianoma Refining Company for the purpose of pipeline use on February 10, 1916. The land used for the right of way was in NE¼ of the NW¼ and NW¼ of the NE¼ in Section 29, Township 16 North, Range 9 East. The pipeline length was 115 rods (Ref. 5, page 45).

On May 5, 1921, H.F. Wilcox Oil & Gas Company granted right of way to Sinclair Pipe Line Company for pipeline and telephone/telegraph line construction, operation and maintenance in the NW¼ of the NE¼ of Section 29, Township 16 North, Range 9 East. Sinclair Pipe Line Company changed its name to Stanolind Pipe Line Company, and then to Service Pipe Line Company in 1950. On December 1, 1955, Service Pipe Line Company terminated its right of way contract made with H.F. Wilcox Oil & Gas Company in 1921 (Ref. 5, pp. 27, 28-29, 30-31).

On January 6, 1938, H.F. Wilcox Oil & Gas Company again granted right of way to pipe lines used for the transportation of crude oil, and crude oil products. Right of way was granted to Sinclair Refining Company. Sinclair Refining Company released its right of way to the current owner on February 11, 1943. Presumably Sinclair Pipe Line Company and Sinclair Refining Company have a corporate relation to one another (Ref. 5, pp. 34, 35).

On March 31, 1958, Wilcox Oil Company conveyed new pipeline construction and maintenance rights to Phillips Petroleum Company in a Right of Way Contract for the NE¼ of the NW¼ and the NW¼ of the NE¼ in Section 29, Township 16 North, Range 9 East. Additionally the contract

notes that the pipeline location will be south, southeast, or east of existing tanks and their dikes. Phillips Petroleum Company reassigned right of way to Associated Natural Gas, Inc. on October 1, 1992 (Ref. 5, pp. 48, 49-51).

On May 29, 2003, Duke Energy Field Services, LP (formerly Associated Natural Gas, Inc.) assigned gas gathering operations to ScissorTail Field Services, LLC in part of the NW¼ of Section 29, Township 16 North, Range 9 East, (Ref. 5, pp. 141-144).

On January 18, 2001, Danny J. Watters and Brenda L. Watters granted a Roadway Easement to Robert S. Watters for land in the W½ of the W½ of the NW¼ of the NE¼ (Ref. 5, pp. 125-126).

#### **4.6 Parcel Number 0000-29-016-009-0-005-02 – Parcel 6**

##### **4.6.1 Ownership**

On July 25, 1904, the United States Commission to the Five Tribes (Muskogee (Creek) Nation) conveyed NW¼ of the NE¼ in Section 29, Township 16 North, Range 9 East, to Clarence Robins. This conveyance was part of an agreement made by the Muskogee (Creek) Tribe of Indians, that land in the Indian Territory should be allotted among the citizens of the tribe, to give each an equal share of the whole in value (Ref. 6, pp. 8).

Prior to March 15, 1905, Clarence Robins died. Minerva Robins, Clarence Robins' mother, died in March 1904. Flora Jacobs was the mother of Minerva Robins and the grandmother of Clarence Robins. George Jacobs was the son of Flora Jacobs, brother of Minerva Robins and the uncle of Clarence Robins. Heck Robins was the grandfather of Clarence Robins.

There appears to be some dissension within Clarence Robins' family concerning Heirship to the property located in the NW¼ of the NE¼ of Section 29. Between March 15, 1905, and December 13, 1910, multiple overlapping conveyance documents were filed for the title to the property.

On March 15, 1905, Flora Jacobs, sole heir of Minerva Robins, conveyed the land to George Jacobs through a Warranty Deed. The next day, on March 16, 1905, George Jacobs and Lydia Jacobs, his wife, conveyed the land to International Bank of Bristow through a Warranty Deed (Ref. 6 pp. 9, 38-39).

Heck Robins conveyed the land to Canadian Valley Trust Company, on April 13, 1905, through a Warranty Deed (Ref. 6, p. 10).

The Canadian Valley Trust Company conveyed its interest in the NW¼ of the NE¼ of Section 29 to Good Land Company on June 1, 1905, through a Quit Claim Deed (Ref. 6, pp. 11-12).

Although George Jacobs had previously conveyed the property to International Bank of Bristow, Flora and George Jacobs conveyed the land to A.H. Purdy on April 12, 1907. Two separate deeds were filed for this conveyance, a General Warranty Deed and a Warranty Deed. The Warranty Deed was not recorded until two years later on August 14, 1909 (Ref. 6, pp. 13-14, 15).

Flora Jacobs conveyed a one-half divided interest in her interest in the property to J.L. Byrne on May 28, 1910, through a Quit Claim Deed (Ref. 6, p. 40).

J.C. Doneghy conveyed his interest in the land to Bernard B. Jones on December 8, 1910, through a Quit Claim Deed (Ref. 6, p. 16). The origin of J.C. Doneghy's interest in title to the land is unknown, but the deed cleared any ownership interest.

Good Land Company conveyed its interest in the land to Bernard B. Jones on December 10, 1910 (Ref. 6, p. 17).

Bernard B. Jones and Ethel Jones conveyed their interest in the land to A.H. Purdy on December 13, 1910, through a Quit Claim Deed. At this point, all conveyances have been executed in favor of A.H. Purdy, except for one Quit Claim Deed to J.L. Byrne, who does not execute any later title documents (Ref. 6, p. 18).

A.H. Purdy and M.M. Purdy conveyed the land to Omer C. Coppedge on December 30, 1910, through a Warranty Deed (Ref. 6, p. 19).

On May 2, 1911, Omer C. Coppedge and his wife, Stella G. Coppedge, conveyed their interest in the land back to A.H. Purdy through a Quit Claim Deed (Ref. 6, p. 20).

Also on May 2, 1911, A.H. Purdy and M.M. Purdy conveyed the land to J.B. McHenry through a Warranty Deed (Ref. 6, p. 21).

On May 8, 1911, Canadian Valley Trust Company conveyed its interest in the property to Good Land Company through a Quit Claim Deed (Ref. 6, p. 22). It is not known why this deed was filed, as there was a prior Quit Claim Deed conveying the property from Canadian Valley Trust Company's interest to Good Land Company on June 1, 1905.

On January 19, 1914, J.B. McHenry and Ella McHenry conveyed their interest in the land back to A.H. Purdy through a Quit Claim Deed (Ref. 6, p. 23).

A.H. Purdy and M.M. Purdy conveyed the property to T.B. Slick on June 29, 1914, through a Warranty Deed (Ref. 6, p. 24).

On April 11, 1919, the Slick Oil Company conveyed 109.14 acres composed of the NW¼ of the NE¼ and additional property in Section 29, Township 16 North, Range 9 East, to A.A. Rollerstone through a Special Warranty Deed. The conveyance was free from all encumbrances except for an oil and gas mining lease dated March 27, 1919 to Sinclair Oil and Gas Company recorded in Book 179 at page 180 at the County Clerk of Creek County (Ref. 6, page 48). The lease was not included in the recorded documentation.

On February 12, 1921, A.A. Rollestone conveyed part of the NW¼ of the NE¼ and additional property to H.F. Wilcox through a Warranty Deed. H.F. Wilcox then conveyed the same land to H.F. Wilcox Oil & Gas Company on August 2, 1921. H.F. Wilcox Oil & Gas Company changed its name to Wilcox Oil Company on November 4, 1918, documented by a Certificate of Amendment from the Delaware Secretary of State (Ref. 6, pp. 32, 49, 54-55).

H.F. Wilcox Oil & Gas Company conveyed the land to The Prairie Oil & Gas Company on March 14, 1927, through a General Warranty Deed (Ref. 6, pp. 34).

On April 21, 1927, Allen G. Nichols and Sid White conveyed their interest in the NW¼ of the NE¼, and additional land, all in Section 29, to George Jacobs and Flora Jacobs through a Quit Claim Deed (Ref. 6, p. 33). The purpose of this deed was to release a certain contract from Flora Jacobs and George Jacobs to Sid White and Allen G. Nichols dated March 22, 1926.

On June 15, 1929, Prairie Oil & Gas Company conveyed the land back to H.F. Wilcox Oil & Gas Company through a Special Warranty Deed (Ref. 6, pp. 35).

On November 1, 1963, Wilcox Oil Company, formerly H.F. Wilcox Oil & Gas Company, executed a Quit Claim Deed that conveyed its interest in 110.08 acres of land in four tracts in the NE¼ and the NW¼ of Section 29 to Wendell H. Sandlin (Ref. 6, p. 56-57).

On December 9, 1963, a Petition was filed in the District Court within and for Creek County, State of Oklahoma, Case No. 33576, Wendell H. Sandlin vs. Minerva Robins *et al.* Wendell H. Sandlin stated that he is the owner several tracts of land that were conveyed to him on November 1, 1963, from Wilcox Oil Company. These tracts of land total 110.08 acres (Ref. 11, pp. 79-96). On January 27, 1964, The District Court within and for Creek County found that the Plaintiff is entitled to a decree by the Court quieting title for this property and declaring Wendell H. Sandlin the owner in fee simple of the 110.08-acre tracts of land (Ref. 6, pp. 58-80).

Wendell H. Sandlin conveyed the 110.08 acres to Tenneco Oil Company on December 16, 1965 through a General Warranty Deed (Ref. 5, pp. 81-82).

On June 14, 1966, Tenneco Oil Company conveyed the 110-acre tracts to D.H. Bolin through a Deed (Ref 6, p. 83-84).

On the next day, June 15, 1966, D.H. Bolin conveyed the 110.08 acres and an additional tract of land to Bolin Oil Company (Ref. 6, pp. 85-86).

On July 15, 1966, Bolin Oil Company conveyed the five tracts of land to C.W. Stradley through a Deed. On July 15, 1966, a Bill of Sale and Assignment of Water Line and Right of Way were filed for this transaction; a 4-7/8" waterline right of way was described in the document (Ref. 6, pp. 87-88, 89-90).

On July 26, 1971, a Journal Entry of Judgment was issued by the District Court in and for Creek County, State of Oklahoma, Case No. C71-110, The First Wichita National Bank vs. C.W. Stradley, d/b/a Stradley Supply Company, *et al.* The court ordered that an Order of Sale be issued to the Sheriff of Creek County for the five tracts of land (Ref. 6, pp. 91-95, 96-97).

On September 21, 1971, The First Wichita National Bank was the highest bidder at public auction for the five tracts of land; therefore, Brice C. Coleman, Sheriff of Creek County, conveyed the land to The First Wichita National Bank through a Sheriff's Deed (Ref. 6, p. 98-99)

The First Wichita National Bank conveyed the 110.08 acres to Billy Joe and Peggy L. Bennet through a Warranty Deed on February 11, 1974 (Ref. 6, p. 100-102).

Billy Joe and Peggy L. Bennet conveyed three of the tracts, part of the 110.08 acres, including the subject property, to C.P. Mercer and M. Aline Mercer through a Warranty Deed on October 6, 1975 (Ref. 6, pp. 103-104).

C.P. Mercer and M. Aline Mercer conveyed the W½ of the W½ of the NW¼ of the NE¼ and additional land in Section 29 to Glenda A. Doughtry on October 7, 1982, through a Warranty Deed (Ref. 6, p. 105).

On November 22, 1982, Glenda A. Doughtry conveyed the property to C.P. Mercer and M. Aline Mercer through a Warranty Deed (Ref. 6, p. 106).

On May 12, 1986, the First National Bank of Sapulpa filed a Notice of Pendency of Action *Lis Pendens* against C.P. Mercer and M. Aline Mercer, *et al*, for foreclosure of mortgages. The property in question was comprised of the NW¼ of the NE¼ and additional property. On June 1, 1987, an Order Confirming Sheriff's Sale was entered by the court. The land was auctioned on January 9, 1987, and on June 1, 1987 was conveyed to Bill Bethel, the highest bidder, through a Sheriff's Deed (Ref. 6, pp. 107-108, 109-111, 112-114).

Bill Bethel conveyed his interest in the surface rights of the NW¼ of the NE¼ of Section 29, and additional land to his wife, Shirley Bethel, through a Quit Claim Deed on August 14, 1991 (Ref. 6, pp. 115-116).

Bill Bethel and Shirley Bethel conveyed the land to Ann Montgomery on May 31, 1994, through a Warranty Deed (Ref. 6, pp. 117-118).

Phillip J. Elias and Sherry A. Elias, also known as Ann Montgomery, conveyed the NW¼ of the NE¼ of Section 29, and additional land, to SPE, Inc., first through a General Warranty Deed on June 5, 1997, and then through a Quit Claim Deed, which conveyed the surface rights only, on November 5, 1999 (Ref. 5, pp. 119-120, 121-122).

SPE, Inc., conveyed the W½ of the W½ of the NW¼ of the NE¼ and additional property, all in Section 29, Township 16 North, Range 9 East, to Ernest E. Keeler and Tina L. Keeler on September 22, 2000, through a Joint Tenancy Warranty Deed (Ref. 6, p. 123).

Ernest E. Keeler and Tina L. Keeler conveyed the property to Danny J. Watters and Brenda L. Watters on November 14, 2000, through a Joint Tenancy Warranty Deed (Ref. 6, p. 125).

On October 31, 2001, SPE, Inc. filed a Notice of Pendency of Action *Lis Pendens* for the W½ of the W½ of the NW¼ of the NE¼ and additional land, all in Section 29, Township 16 North, Range 9 East. SPE, Inc. filed suit against Ernest E. Keeler and Tina L. Keeler, *et al*, seeking to foreclose on the real property. An Amended Notice of *Lis Pendens* was executed on January 25, 2002, to include additional defendants (Ref. 6, pp. 126, 128). On March 25, 2002, the court issued an Order Confirming Sheriff's Sale in the matter. On March 27, 2002, Steve Toliver, Sheriff of Creek County, issued a Sheriff's Deed to SPE, Inc., for surface rights only to the W½ of the E½ of the NW¼ of the NE¼ of Section 29 (Ref. 6, pp. 136-137, 138-141).

On June 3, 2002, the court issued a second Order Confirming Sheriff's Sale in the matter. On the same date, Steve Toliver, Sheriff of Creek County, issued a Sheriff's Deed to SPE, Inc., for surface rights only to the W½ of the W½ and the E½ of the W½ of the NW¼ of the NW¼ of Section 29 (Ref. 6, pp. 136-137, 138-141).

On June 24, 2002, SPE, Inc. conveyed the E½ of the W½ of the NW¼ of the NE¼, and the W½ of the E½ of the NW¼ of the NE¼ in Section 29, Township 16 North, Range 9 East, to H.L. Pinson and Kippy L. Pinson, through a Joint Tenancy Warranty Deed (Ref. 6, pp. 142-143).

Bill and Shirley Bethel, through an additional General Warranty Deed, conveyed this property with additional surrounding lands to Bill and Shirley Bethel, as Trustees of the Bill Bethel and Shirley Bethel Family Trust, on November 26, 2002. A Corrective Quit Claim Deed was executed on July 31, 2003, to convey ownership of the property from Bill and Shirley Bethel to Bill and Shirley Bethel, as Trustees of the Bill Bethel and Shirley Bethel Family Trust to the "Record Title Owners." A Corrective Quit Claim was issued specifically for the property owned by H.L. Pinson and Kippy L. Pinson, On May 28, 2003 (Ref. 6, pp. 144-145, 148-149, 146-147).

On September 28, 2005, SPE, Inc., executed an additional Warranty Deed to convey the subject parcel to H.L. Pinson and Kippy Pinson. This deed differed in the property description from the previous deed, in that it included the 35-foot strip of land (Ref. 6, pp. 154-55).

On October 3, 2005, H.L. Pinson and Kippy Pinson conveyed the subject parcel to Glen Jones and Lucricia Jones, through a General Warranty Deed. On June 21, 2006, they conveyed the land to themselves as Co-Trustees of the Glen William Jones, Sr. and Lucricia Juanita Jones Family Revocable Trust, the current owner of the parcel (Ref. 6, pp. 154-155, 156-157, 158-159).

H.L Pinson and Kippy Pinson conveyed the 35 foot tract of land to Benjamin H. Thomas and Sondra Janette Evans, the owners of the adjacent parcel to the west, on August 30, 2006. Benjamin H. Thomas and Sondra Janette Evens conveyed the land to the "Record Owners as Their Interests Appear of Record" on August 21, 2006 (Ref. 6, pp. 160-161, 162).

#### **4.6.2 Leases**

The Slick Oil Company leased 16 steel tanks located on the NW¼ of the NE¼ and additional land to Standard Oil Company. The tanks held crude oil and crude oil products amounting to 807,958.73 barrels of 42 gallons each. The tanks, fire walls, the fixtures and equipment in connection with the tanks belonged to the Slick Oil Company. A second and third tank site lease were filed the same day between the two parties that included 65 acres of land. Five dollars per acre per year was paid by the lessee (Ref. 6, pages 25-26, 41-43, 44-46).

#### **4.6.3 Easements**

On February 10, 1916, the Slick Oil Company granted Right of Way to Indianahoma Refining Company in NW¼ of the NE¼ in Section 29, Township 16 North, Range 9 East, (Ref. 6, page 47).

On May 5, 1921, H.F. Wilcox Oil & Gas Company granted a Right of Way to Sinclair Pipe Line Company for pipeline and telephone/telegraph line construction, operation and maintenance in the NW¼ of the NE¼ of Section 29, Township 16 North, Range 9 East. Sinclair Pipe Line Company changed its name to Stanolind Pipe Line Company, and then to Service Pipe Line Company in 1950. On December 1, 1955, Service Pipe Line Company terminated its Right of Way contract made with H.F. Wilcox Oil & Gas Company in 1921 (Ref. 6, pp. 27, 28-29, 30-31).

On January 6, 1938, H.F. Wilcox Oil & Gas Company granted a Right of Way to Sinclair Refining Company for pipe lines used for the transportation of crude oil, and crude oil products. Sinclair Refining Company released its Right of Way to the current owner on February 11, 1943 (Ref. 6, pp. 36, 37).

On March 31, 1958, Wilcox Oil Company conveyed new pipeline construction and maintenance rights to Phillips Petroleum Company in a Right of Way Contract for the NW¼ of the NE¼ in Section 29, Township 16 North, Range 9 East. The contract noted that the pipeline location would be south, southeast, or east of existing tanks and their dikes. Phillips Petroleum Company assigned its Right of Way to Associated Natural Gas, Inc. on October 1, 1992 (Ref. 6, pp. 50, 51-53).



On May 29, 2003, Duke Energy Field Services, LP (formerly Associated Natural Gas, Inc.) assigned its Right of way for gas gathering operations in the NW¼ of the NE¼ of Section 29, Township 16 North, Range 9 East, to ScissorTail Field Services, LLC (Ref. 6, pp. 150-153). The operations right of way was originally granted to Phillips Petroleum Company by Wilcox Oil Company on March 31, 1958.

#### **4.7 Parcel Number 0000-29-016-009-0-005-03 – Parcel 7**

##### **4.7.1 Ownership**

On April 4, 1903, the United States Commission to the Five Tribes (Muskogee (Creek) Nation) conveyed 120 acres in the E½ of the NW¼ and the SW¼ of the NE¼ in Section 29, Township 16 North, Range 9 East, to Minerva Robins. This conveyance was part of an agreement made by the Muskogee (Creek) Tribe of Indians that land in the Indian Territory should be allotted among the citizens of the tribe, to give each an equal share of the whole in value. (Ref. 7, p. 8).

The chain of title becomes somewhat convoluted after this time, as multiple Warranty Deeds were filed for this short span of time (December 20, 1904 through March 16, 1905). Flora Jacobs, Minerva Robins' mother and sole heir, conveyed the land to George Jacobs on March 15, 1905 (Ref. 7, pp. 11-13). George Jacobs and his wife Lydia Jacobs conveyed the land to A.H. Purdy on December 20, 1904 (Ref. 7, pp. 9-10). George and Lydia Jacobs also conveyed the land to International Bank of Bristow on March 16, 1905 (Ref. 7, pp. 12-13). A.H. Purdy is listed as President of International Bank of Bristow in a later title document (Ref. 7, pp. 18-19).

A tract of land listed as the N½ of the NW¼ of Section 29, Township 16 North, Range 9 East, was conveyed from Flora Jacobs to A.H. Purdy through a Warranty Deed on April 7, 1905 (Ref. 7, p. 14). George and Lydia Jacobs also conveyed this same land to A.H. Purdy on April 12, 1905 through a Warranty Deed (Ref. 7, pp. 15-16). On May 15, 1905, A.H. and M.M. Purdy conveyed this land to International Bank of Bristow through a Warranty Deed (Ref. 7, p. 17). This tract overlapped 40 acres previously acquired by the grantee.

International Bank of Bristow conveyed the total combined land area to George S. Carman and Jas. M. Cummings on May 26, 1905 (Ref. 7, pp. 18-19).

On June 3, 1905, Heck Robbins conveyed a piece of land in Section 8, Township 16 North, Range 9 East, and the NE¼ of the NW¼ of Section 29, Township 16 North, Range 9 East, to A.H. Purdy

through a Warranty Deed (Ref. 7, p. 20). At that time the land in Section 29 had already been conveyed to George S. Carman and Jas. M. Cummings by the International Bank of Bristow (Ref. 7, pp. 18-19).

Although the land had already been conveyed in a Warranty Deed, A.H. and M.M Purdy conveyed the N½ of the NW¼ to James M. Cummins and George S. Carman in a Quit Claim Deed on December 31, 1907 (Ref. 7, p.21). James M. and Katie Cummins, and George S. and Katie Carman then conveyed the land to James H. Nimmo, Jr. through a Warranty Deed on January 19, 1909 (Ref. 7, p. 22). James H. Nimmo, Jr. and his wife Eliza J. Nimmo conveyed the land (less the land occupied by the St. Louis-San Francisco Railway right of way) back to James M. Cummins and George S. Carman through a Warranty Deed on December 18, 1909 (Ref. 7, pp. 23-24). James M. and Katie Cummins conveyed an undivided one-half interest in the land to James S. Carman on January 28, 1911 (Ref. 7, p. 25).

James S. and Matilda Carman, and G.S. and Katie Carman conveyed 69.15 acres of land comprised of the NE¼ of the NW¼ and the NW¼ of the NW¼ of Section 29, Township 14 North, Range 9 East, lying southeast of the Frisco Railway to Harry Ekdahl through a Warranty Deed on May 22, 1914 (Ref. 7, pp. 27-28).

J.L. Byrne, who is not a party in any previous title records, quitclaimed any interest in the E½ of the NW¼ of Section 29, Township 16 North, Range 9 East, to J.S. Carman and G.S. Carman on February 16, 1914 (Ref. 7, p. 26).

Harry and Helen Ekdahl conveyed the 69.15 acres to T.B. Slick on June 29, 1914 through a Warranty Deed (Ref. 7, p. 29). Thomas B. Slick then conveyed the land to the Slick Oil Company on October 20, 1914 (Ref. 7, p. 30).

On April 11, 1919, the Slick Oil Company conveyed 109.14 acres comprised of the NW¼ of the NE¼ and the N½ of the NW¼ of Section 29, Township 16 North, Range 9 East, to A.A. Rollestone through a Special Warranty Deed (Ref. 7, p. 38). The conveyance was free from all encumbrances except for an oil and gas lease dated March 27, 1919 to Sinclair Oil and Gas Company recorded in Book 179, Page 180 with the County Clerk of Creek County (Ref. 7, p. 38).

On February 12, 1921, A.A. Rollestone conveyed part of the NW¼ of the NE¼ and the NE¼ of the NW¼, less five acres in square form, to H.F Wilcox in a Warranty Deed (Ref. 7, p. 39). H.F. Wilcox then conveyed the same land to H.F. Wilcox Oil & Gas Company on August 2, 1921 (Ref. 7, p. 40). H.F. Wilcox Oil & Gas Company had changed its name to Wilcox Oil Company on

November 4, 1918, as stated on a Certificate of Amendment from the Delaware Secretary of State (Ref. 7, pp. 77-78).

On April 21, 1927, Allen G. Nichols and Sid White, for themselves and for the partnership of White & Nichols, executed a Quit Claim Deed to convey the NW¼ of the NE¼ and the NE¼ of the NW¼ of Section 29, Township 16 North, Range 9 East, to George and Flora Jacobs (Ref. 7, p. 44). George and Flora Jacobs had previously conveyed this land to A.H. Purdy in 1905 (Ref. 7, pp. 14-16).

On January 19, 1929, an agreement was made between A.A. and Edwin H. Rollestone and H.F. Wilcox Oil & Gas Company. The agreement corrected the description of the five acres in square form that was not included in the conveyance between A.A. Rollestone and H.F. Wilcox on February 12, 1921. The new description describes the land as rectangular in shape, not square (Ref. 7, pp. 46-47).

On December 9, 1929, the Slick Oil Company executed a Special Warranty Deed to convey oil, gas, and other mineral rights to Sinclair Oil and Gas Company. This deed pertained to the 109.14 acres of which the majority of the surface rights was held by Wilcox Oil Company, with a five-acre rectangular tract held by A.A. Rollestone (Ref. 7, p. 48).

A.A. Rollestone conveyed surface rights to H.F. Wilcox Oil and Gas Company on March 3, 1939. The conveyance included the five-acre rectangular tract, as well as part of the NW¼ of the NW¼ of Section 29, Township 16 North, Range 9 East, (Ref. 7, pp. 52-53).

On November 1, 1963, Wilcox Oil Company executed a Quit Claim Deed which conveyed 110.08 acres in four tracts of land in the NE¼ and NW¼ of Section 29, Township 16 North, Range 9 East, to Wendell H. Sandlin (Ref. 7, pp. 84-85). In 1967, Wilcox Oil Company merged into Tenneco Oil Company (Ref. 7, p. 86).

On December 9, 1963, Wendell H. Sandlin, Plaintiff, filed a Petition with the District Court within and for Creek County, Oklahoma, against all previous owners who still had rights to the property. The Defendants consisted of the following individuals: Minerva and Clarence Robins, Flora Jacobs, George Jacobs, Lydia Jacobs, Heck Robins, A.A. Rollestone, J.H. Wright, W.F. Callahan, J.W. Woodford, and Mildred Rollestone (if living, and if not living their known and unknown heirs, devisees, legatees, executors, administrators and assigns, immediate and remote). The Defendants also included the following corporations: International Bank of Bristow, Farmers State Bank, Indianoma Refining Company, Continental Refining Company, Slick Oil Company, Sinclair Pipe Line Company, Stanolind Pipe Line Company, Ohio Oil Company,

Marathon Oil Company, C.D. Webster Oil Company, Lorraine Petroleum Company, Title Guarantee and Trust Company, First Trust & Savings Bank, and Standard Oil Company (if in existence, and if not in existence their successors, Trustees, or assigns of each of said corporations) (Ref. 7, pp. 87-92). An Affidavit was also filed on the same date that outlined the Plaintiff's unsuccessful attempts to locate a number of the Defendants and requested service by publication (Ref. 7, pp. 93-95). The Proof of Publication was filed on December 26, 1963 (Ref. 7, pp. 98-99). A Notice was filed on December 11, 1963, stating that the Defendants must answer the Plaintiff's Petition no later than January 24, 1964 (Ref. 7, pp. 96-97). An Affidavit of Non-Mailing was filed on January 24, 1964, stating that no response had been received within six days of the first service publication (Ref. 7, p. 100).

On January 27, 1964, four Disclaimers were filed with the court, in which Marathon Oil Company (formerly the Ohio Oil Company), Service Pipe Line Company (formerly Stanolind Pipeline Company), Mildred Rollestone, and Standard Oil Company disclaimed any right, title, interest and estate to the real estate (Ref. 7, pp. 101-104).

On January 27, 1964, the court entered a Journal Entry of Judgment in which it ruled that Wendell H. Sandlin had right, title and undivided interest in the 110.08 acres of land (Ref. 7, pp. 105-109).

Wendell H. Sandlin conveyed the 110.08 acres to Tenneco Oil Company on December 16, 1965 through a General Warranty Deed (Ref. 7, pp. 110-111). The Tenneco Oil Company conveyed the property to D.H. Bolin on June 14, 1966 (Ref. 7, pp. 112-113).

On June 15, 1966, D.H. Bolin conveyed the 110.08 acres plus a fifth tract of land comprised of Lots 1, 2, 3, and 4 of Block 1, in the Original Town of Bristow to Bolin Oil Company (Ref. 7, pp. 114-115). The Bolin Oil Company then conveyed the property to C.W. Stradley on July 15, 1966 (Ref. 7, pp. 116-117). A Bill of Sale and Assignment of Water Line and Right of Way were filed with this conveyance, and a 4-7/8" waterline right of way was described in the document (Ref. 7, pp. 118-119).

The First Wichita National Bank filed suit against C.W. Stradley, d/b/a Stradley Supply Company, *et al*, on July 26, 1971, for nonpayment of debt with accrued interest and legal fees (Ref. 7, pp. 120-124). A Sheriff's Sale of the property was held on September 7, 1971 (Ref. 7, pp. 125-126). The First Wichita National Bank submitted the highest bid at auction and was deeded the property on September 21, 1971 (Ref. 7, pp. 127-128).

The First Wichita National Bank conveyed the 110.08 acres to Billy Joe and Peggy L. Bennett through a Warranty Deed on February 11, 1974 (Ref. 7, pp. 129-131). On October 6, 1975, Billy Joe and Peggy L. Bennett conveyed three of the tracts out of the 110.08 acres to C.P. and M. Aline Mercer through a Warranty Deed (Ref. 7, pp. 132-133).

On May 12, 1986, the First National Bank of Sapulpa filed a Notice of *Lis Pendens* against C. P. and M. Aline Mercer, Nadine Thoos (Creek County Treasurer), Board of County Commissioners for Creek County, Union Speer Abstract Company, Inc., Stuart Lumber Company, and the General Motors Acceptance Corporation, requesting foreclosure of the mortgages (Ref. 7, pp. 138-139). The property in question was comprised of the NW¼ of the NE¼ and the NE¼ of the NW¼ of Section 29, Township 16 North, Range 9 East, less and except a 200-foot by 250-foot tract of land. The land was auctioned on June 1, 1987 and conveyed to Bill Bethel, the highest bidder, through a Sheriff's Deed (Ref. 7, pp. 140-145).

Bill Bethel conveyed surface land rights in the property (along with many other tracts in different sections) to his wife Shirley Bethel through a Quit Claim Deed on August 14, 1991 (Ref. 7, pp. 146-147). Bill and Shirley Bethel then conveyed the land to Ann Montgomery on May 31, 1994 through a Warranty Deed (Ref. 7, pp. 154-155).

Phillip J. Elias and Sherry A. Elias (a/k/a Ann Montgomery), conveyed the land to SPE, Inc., through a General Warranty Deed on June 5, 1997, and through a Quit Claim Deed on November 5, 1999 (Ref. 7, pp. 161-164).

On January 17, 2002, SPE, Inc., conveyed the parcel in its present description to two couples, each acquiring a one-half interest in the property. The two couples were Jeff D. and Carrie L. Dobson, and Cris A. and Dana A. Dobson (Ref. 7, pp. 165-166). In an additional General Warranty Deed, Bill and Shirley Bethel conveyed the property with additional surrounding lands to Bill and Shirley Bethel, as Trustees of the Bill Bethel and Shirley Bethel Family Trust on November 26, 2002 (Ref. 7, pp. 174-180). A Corrective Quit Claim Deed was executed on July 31, 2003, conveying rights to the property from Bill and Shirley Bethel, as Trustees of the Bill Bethel and Shirley Bethel Family Trust, to the "Record Title Owners" (Ref. 7, pp. 185-186).

Cris A. Dobson and Dana A. Dobson divorced on August 9, 2004, and through an Agreed Decree of Dissolution of Marriage, Dana A. Dobson conveyed her one-quarter interest in the property to Cris A. Dobson (Ref. 7, pp. 187-192).

On May 15, 2008, Jeff D. and Carrie L Dobson and Cris A. Dobson conveyed the parcel to its current owners, James Arthur and Wanda Jane Chapman, co-trustees of the James Arthur Chapman and Wanda Jane Chapman Family Revocable Trust (Ref. 7, pp. 193-194).

#### **4.7.2 Leases**

On November 15, 1915, the Slick Oil Company leased 16 steel tanks on the NW¼ of the NE¼, the N½ of the NW¼ of Section 29, Township 16 North, Range 9 East, and the E½ of the SW¼ of Section 33, Township 18 North, Range 9 East, to Standard Oil Company. The tanks held crude oil and crude oil products amounting to 807,958.73 barrels of 42 gallons each. The tanks, fire walls, the fixtures and equipment in connection with the tanks belonged to the Slick Oil Company (Ref. 7, pp. 31-33). A second tank site lease was filed the same day between the two parties that included 65 acres of land. Five dollars per acre per year was paid by the lessee (Ref. 7, pp. 34-36).

On March 2, 1925, E.H. Rollestone leased five acres in the NW corner of NE¼ of the NW¼ to Lorraine Refining Company. The term of the lease was one year and not to exceed ten years and it was based on the premise that the land would be used for storage of crude petroleum (Ref. 7, p. 41). Lorraine Refining Company assigned the lease to Interocean Oil Company on October 1, 1925 (Ref. 7, p. 42). This lease mentioned a 55,000 barrel steel tank located on the five acres. Interocean Oil Company assigned the lease to Producers Oil Company on February 1, 1928 (Ref. 7, p. 43). The lease was renewed for another ten years on February 26, 1935 (Ref. 7, p. 49). Producers Oil Company assigned the lease to H.F. Wilcox Oil & Gas Company on September 22, 1936 (Ref. 7, p. 50).

#### **4.7.3 Easements**

The Slick Oil Company granted a Right of Way to Indianahoma Refining Company for the purpose of pipeline use on February 10, 1916. The land used for the right of way was in NE¼ of the NW¼ and NW¼ of the NE¼ in Section 29, Township 16 North, Range 9 East, (Ref. 7, p. 37).

Wilcox Oil Company assigned a pipeline right of way (for gas or water) to Sunray Oil Corporation on December 27, 1946. The right of way pertained to all parts of the N½ of the NW¼ of Section 29, Township 16 North, Range 9 East, owned by Wilcox Oil Company (Ref. 7, pp. 54-55).

An Assignment of Right of Way was filed for all pipeline rights of way owned by Sunray Oil Corporation in the N½ of the NW¼. Sunray Pipe Line Company was assigned a 9/10 interest and Wilcox Oil Company was assigned a 1/10 interest. Later in early 1954, both parties signed over their interest to Oklahoma Mississippi River Products Line, Inc. in two Assignments of Rights of Way (Ref. 7, pp. 56-63).

On February 7, 1967, Sunray DX Oil Company, the survivor in a merger with Oklahoma Mississippi River Products Line, Inc., conveyed its interest in pipeline rights of way to OMR Pipe Line Company (Ref. 7, pp. 65-70).

On December 19, 1992, Sun Pipe Line Company assigned all its interest in rights of way, easements, leases, licenses, permits and similar rights to Sun Marine Terminals Company through an Assignment and Assumption of Right of Way (Ref. 7, pp. 70-72).

Williams Pipe Line Company conveyed a pipeline easement to Williams Pipe Line Company, LLC (their new corporate name) in an Assignment and Conveyance document on September 23, 2002. The document references a Sunray Oil Corporation Right of Way Agreement from February 17, 1947 listing part of the N½ of the NW¼ of Section 29, Township 16 North, Range 9 East. Information was also provided from the Delaware Secretary of State confirming the corporate name change (Ref. 7, pp. 167-173).

On March 31, 1958, Wilcox Oil Company conveyed new pipeline construction and maintenance rights to Phillips Petroleum Company in a Right of Way Contract for the NE¼ of the NW¼ and the NW¼ of the NE¼ in Section 29, Township 16 North, Range 9 East. Additionally the contract notes that the pipeline location would be south, southeast, or east of existing tanks and their dykes (Ref. 7, p. 73). GPM Gas Corporation, Phillips Gas Holdings, Inc. and Phillips Petroleum Company assigned their rights of way to Associated Natural Gas, Inc. on October 1, 1992 (Ref. 7, pp. 74-76).

On May 29, 2003, Duke Energy Field Services, LP, successor in interest to Duke Energy Field Services, Inc. (f/k/a Pan Energy Field Services, Inc., f/k/a Associated Natural Gas, Inc.) assigned its interest to all property, rights of way, easements, surface use agreements, licenses and leases in part of the NW¼ of Section 29, Township 16 North, Range 9 East, to ScissorTail Field Services, LLC (Ref. 7, pp. 181-184).

In addition to rights of way for gas pipeline operations, there was also a railroad presence. On October 16, 1963, the St. Louis-San Francisco Railway Company filed a certificate with Creek

County diagrams and blueprints of railroad tracks on the N½ of the NW¼ of Section 29, Township 16 North, Range 9 East (Ref. 7, pp. 79-83).

#### **4.8 Parcel Number 0000-29-016-009-0-008-00 – Parcel 8**

##### **4.8.1 Ownership**

On November 17, 1903, The United State Commission to the Five Civilized Tribes (P. Porter as Principal Chief of the Muskogee Nation) conveyed 36.97 acres in the NW¼ of the NW¼ (less 3.03 acres occupied as right of way by the St. Louis-San Francisco Railway) Section 29, Township 16 North, Range 9 East, to Minerva Robins. This tract of land was conveyed as part of the agreement ratified by the Creek Nation that all lands of the Muskogee (Creek) Tribe of Indians should be allotted among the citizens of the tribe by the United States Commission to the Five Civilized Tribes, giving each an equal share of the whole in value (Ref. 8, p. 8).

Minerva Robins died in March of 1904 (Ref. 8, p. 79).

On April 7, 1905, Flora Jacobs, sole heir of her daughter, Minerva Robins, conveyed the N½ of the NW¼ of Section 29 to A.H. Purdy through a Warranty Deed (Ref. 8, p. 9).

Although the prior conveyance stated Flora Jacobs was the sole heir of Minerva Robins, on April 12, 1905, George Jacobs and Lydia Jacobs conveyed the N½ of the NW¼ of Section 29 to A.H. Purdy via Warranty Deed (Ref. 8, pp. 10-11). This may have been for the purpose of clearing the Jacobs' ownership interest from the chain of title.

On May 16, 1905, A.H. Purdy and M.M. Purdy conveyed the N½ of the NW¼ of Section 29 to the International Bank of Bristow through a Warranty Deed. A.H. Purdy signed the deed as the President of International Bank of Bristow (Ref. 8, p. 12).

On May 26, 1905, The International Bank of Bristow conveyed the NW¼ of the NW¼ of Section 29 and additional property to George S. Carman and Jas. M. Cummings (*sic*) via a Warranty Deed (Ref. 8, pp. 13-14).

On December 13, 1907, A.H. Purdy and M.M. Purdy conveyed the N½ of the NW¼ of Section 29, containing 80 acres, to James M. Cummins and George S. Carman through a Quit Claim Deed (Ref. 8, p. 15). This deed was likely filed to clear the chain of title of any interest held by A.H. Purdy and M.M. Purdy in the property.



On January 19, 1909, James M. Cummins and his wife, Katie Cummins, and George S. Carman and his wife, Katie Carman, conveyed the N½ of the NW¼ of Section 29, less the land occupied as a right of way by the St. Louis-San Francisco Railway, to James H. Nimmo, Jr., through a Warranty Deed (Ref. 8, p. 16).

On December 18, 1909, James H. Nimmo, Jr., and Eliza J. Nimmo, husband and wife, conveyed the N½ of the NW¼ of Section 29, less the land occupied as a right of way by the St. Louis-San Francisco Railway, to James M. Cummins and George S. Carman via Warranty Deed (Ref. 8, pp. 17-18).

On January 28, 1911, James M. Cummins and Katie Cummins, husband and wife, conveyed their undivided one-half interest in the N½ of the NW¼ of Section 29, less the Frisco Railway (a/k/a St. Louis-San Francisco Railway) Right of way, to James S. Carman via Warranty Deed. This tract contained 80 acres and was subject to a mortgage for \$1,100 to the Union Central Life Insurance Company of Cincinnati and a mortgage for \$1,200 to Joseph Meyer and half of the taxes for the year 1910 (Ref. 8, p. 19).

On May 22, 1914, James S. Carman and Matilda Carman, his wife, and G.S. Carman and Katie Carman, his wife, conveyed part of the NW¼ of the NW¼ lying south and east of the Frisco Railway in Section 29 and additional property, containing 69.14 acres, to Harry Ekdahl through a Warranty Deed (Ref. 8, pp. 20-21).

On June 29, 1914, Harry Ekdahl and Helen Ekdahl conveyed part of the NW¼ of the NW¼ lying south and east of the Frisco Railway in Section 29, and additional property, containing 69.14 acres, to T.B. Slick. This tract was subject to a loan of \$1,100 to Union Central Life Insurance Company of Cincinnati (Ref. 8, p. 22).

On October 20, 1914, Thomas B. Slick conveyed that part of the NW¼ of the NW¼ that lies east and south of the Right of way of the St. Louis-San Francisco Railway and additional property in Section 29 to the Slick Oil Company. This conveyance included all tanks, tankage, and oil in tanks, pipes, equipment, and buildings used as a Tank Farm (Ref. 8, p. 23).

On February 27, 1917, the Continental Refining Company conveyed a tract of land 50 feet in width to the St. Louis-San Francisco Railway Company. This tract contained 0.5 acres all in the NW¼ of the NW¼ through a Deed (Ref. 8, p. 30).

On April 11, 1919, Slick Oil Company conveyed a 109.14-acre tract of land, including part of the N½ of the NW¼ lying south and east of the Right of way of the St. Louis-San Francisco Railway Company all in Section 29, and additional property, to A.A. Rollestone through a Special Warranty Deed (Ref. 8, p. 31). This conveyance includes an exception for an oil and gas mining lease dated March 27, 1919, from Slick Oil Company to Sinclair Oil and Gas Company. The Lease was not included with the recorded documents.

At this point there is an apparent anomaly in the chain of title. Although it appears that Flora Jacobs and George Jacobs have no interest in the property, on March 22, 1926, Flora Jacobs and George Jacobs conveyed a one-half interest in the N½ of the NW¼, and additional property, all in Section 29, to Sid White and Allen G. Nichols. Flora Jacobs and George Jacobs obtained the property as the sole surviving heirs of Walter Robins, Minerva Robins, and Clarence Robins, who received the property as their distributive share of the Creek Tribal Lands. Sid White and Allen G. Nichols were the attorneys representing Flora Jacobs and George Jacobs for recovering, quieting, and regaining possession of the lands previously mentioned. As payment for representation, a one-half interest in the described lands was conveyed (Ref. 8, pp. 32-33). It is unclear what land is being conveyed as there is no legal description of the property.

On October 11, 1928, A. A. Rollestone conveyed a tract of land containing ten acres to H.F. Wilcox Oil and Gas Company via General Warranty Deed (Ref. 8, p. 37).

On January 4, 1929, A.A. Rollestone conveyed a tract of land containing 3.22 acres located in the NW¼ of Section 29 to H.F. Wilcox Oil and Gas Company through a General Warranty Deed (Ref. 8, p. 38).

On December 9, 1929, the Slick Oil Company conveyed all the oil, gas and mineral rights for 109.14 acres located in the N½ of the NW¼ and additional property, all in Section 29 to Sinclair Oil and Gas Company. This deed conveyed the mineral rights to the land that was conveyed via Special Warranty Deed from the Slick Oil Company to A.A. Rollestone on April 11, 1919 (Ref. 8, p. 39).

On March 3, 1939, A.A. Rollestone conveyed several tracts of land to H.F. Wilcox Oil and Gas Company via General Warranty Deed, including a five-acre and an 11-acre tract located in the NW¼ of the NW¼ of Section 29 lying South and East of the St. Louis-San Francisco Railway Company right of way (Ref. 8, pp. 48-49). An error was made in this conveyance, but was quieted in the Petition on December 9, 1963, conveying the mineral rights along with the surface rights in this property to H.F. Wilcox Oil and Gas Company (Ref. 8, p. 80).

The H.F. Wilcox Oil and Gas Company filed a certificate of amendment on August 16, 1944, changing its corporate name to Wilcox Oil Company (Ref. 8, pp. 60-66).

On November 1, 1963, Wilcox Oil Company conveyed several tracts of land totaling 110.08 acres to Wendell H. Sandlin via Quit Claim Deed, including part of the NW¼ of the NW¼ of Section 29, containing 24.22 acres; and that part of the NW¼ of the NW¼ lying north and west of the St. Louis-San Francisco Railway Right of way, containing 7.0 acres (Ref. 8, pp. 75-76).

On September 24, 1965, Articles of Merger were filed in Delaware merging the Wilcox Oil Company into the Tenneco Oil Company (Ref. 8, p. 77).

The following paragraph details the Creek Court proceedings to quiet title to the 110.08-acre tracts of land:

On December 9, 1963, a petition was filed in the District Court within and for Creek County, State of Oklahoma, Case No. 33576, Wendell H. Sandlin (Plaintiff) vs. Minerva Robins *et al* (Defendants). Wendell H. Sandlin states that he is the owner of several tracts of land that were conveyed to him on November 1, 1963, from Wilcox Oil Company. These tracts of land total 110.08 acres (Ref. 8, pp. 78-95). On January 27, 1964, The District Court within and for Creek County issued a Journal Entry of Judgment that declared Wendell H. Sandlin the owner in fee simple of the 110.08-acre tracts of land (Ref. 8, p. 96).

On December 16, 1965, Wendell H. Sandlin conveyed the 110.08-acre tracts of land to Tenneco Oil Company via General Warranty Deed (Ref. 8, p. 101).

On June 14, 1966, Tenneco Oil Company conveyed the surface rights only of the 110.08-acre tracts of land to D.H. Bolin (Ref. 8, pp. 103-104).

On June 15, 1966, D. H. Bolin conveyed the 110.08-acre tracts of land to the Bolin Oil Company. The Bolin Oil Company is a partnership composed of D.H. Bolin, R.L. Bolin, D.P. Bolin, and C.W. Bolin (Ref. 8, pp. 105-106).

On July 15, 1966, Bolin Oil Company conveyed the 110.08-acre tracts of land to C.W. Stradley. This conveyance reserved and excepted the 4-7/8" water line running along the North and West sides of the tracts of lands (Ref. 8, pp. 107-108).

On August 23, 1966, Bolin Oil Company conveyed all personal property remaining on the premises of 110.08 acres of land to C.W. Stradley except the following: property previously contracted to Mr. Owen W. Jackson d/b/a Jackson Equipment Company by letter agreement dated 6/15/1966; a stack of pipe identified as "lot 681" sold in an auction sale to Mr. Robinson; and stacked pipe described and identified as "lots 402-413, 416, 418, 419, 631, 632, 676, 683, 684, 689, 689, 691, and 692" sold in an auction sale to Mr. Howell. This deed conveyed the 4-7/8" water line with an easement 10 feet in width (Ref. 8, pp. 109-110).

On January 4, 1967, C.W. Stradley, entered into a Contract to convey the surface rights to the subject parcel to V.N. Lee and Edd Munholland (Ref. 8, p. 111). On March 6, 1967, C.W. Stradley and Faye Stradley conveyed the property to V.N. Lee and Edd Munholland via Warranty Deed (Ref. 8, p. 114). Subsequently, a Corrective Warranty Deed was executed to correct an error (Ref. 8, 115).

On April 21, 1967, V.N. Lee and Eva Lorene Lee, husband and wife, and Edd Munholland and Mary Munholland, husband and wife, conveyed the surface rights to the subject parcel to J.M. Bankston and Kinis Bankston via Warranty Deed (Ref. 8, p. 116).

On March 27, 1973, J.M. Bankston and Kinis Bankston, husband and wife, conveyed the subject parcel to Jack White through a Warranty Deed (Ref. 8, p. 117).

On January 22, 1979, Jack White conveyed the same tract of land to Jack White and Arthur B. White as Joint Tenants (Ref. 8, p. 118).

On September 19, 2008, Jack White and Anna Frances White, husband and wife, and Arthur B. White, as Joint Tenants, conveyed the subject parcel to Arthur B. White and Roy Alan White, as Joint Tenants (Ref. 8, p. 129).

#### **4.8.2 Leases**

On November 15, 1915, the Slick Oil Company entered into a Tanksite Lease with Standard Oil Company. The 16 steel storage tanks were located in part of the N½ of the of the NW¼ lying south and east of the Right of way of the St. Louis-San Francisco Railway Company, and additional property, all in Section 29. The total crude oil conveyed amounted to 807,958.73 barrels (Ref. 8, p. 24).

On the same date, another Tanksite Lease was executed between the Slick Oil Company and Standard Oil Company to empty the storage tanks. The lease included the construction and operation of pipes and pipeage to empty said tanks. The Slick Oil Company leased 65 acres to the Standard Oil Company for the removal operations of the crude in these tanks located in the N½ of the NW¼ lying south and east of the Right of way of the St. Louis-San Francisco Railway Company, and additional property, all in Section 29 (Ref. 8, p. 27). At some point these Tank Site Leases were abandoned by Standard Oil Company (Ref. 8, p. 81).

On December 28, 1927, A. A. Rollestone and Transcontinental Oil Company entered into a Tanksite Lease for a tanksite located in the NW¼ of the NW¼ of Section 29. This Tanksite was known as the No. 2 Tanksite and the lease was for a period of 20 years (Ref. 8, p. 34).

On August 14, 1930, the Transcontinental Oil Company assigned all of its leases in the NW¼ of the NW¼ of Section 29, including other lands, to the Mid-Kansas Oil and Gas Company (Ref. 8, p. 40).

On January 29, 1931, the Mid-Kansas Oil and Gas Company assigned all of its leases in the NW¼ of the NW¼ of Section 29 to the Illinois Pipe Line Company (Ref. 8, p. 42).

On September 30, 1935, the Illinois Pipe Line Company assigned its lease in the NW¼ of the NW¼ of Section 29 to Marathon Oil Company. This lease also included the 55,000-barrel oil storage tank and other fixtures and equipment placed and maintained on the land (Ref. 8, p. 44).

Marathon Oil Company, whose name was changed from Mid-Kansas Oil and Gas Company on August 8, 1934, dissolved and discontinued business on July 31, 1936. In consequence of its dissolution, Marathon Oil Company conveyed all its interest in leases in the NW¼ of the NW¼ of Section 29 to The Ohio Oil Company on September 10, 1936. The Ohio Oil Company was the sole stockholder of the Marathon Oil Company at the time of dissolution (Ref. 8, p. 46).

On August 19, 1938, The Ohio Oil Company assigned a lease for a tanksite located in the NW¼ of the NW¼ of Section 29 to H.F. Wilcox Oil and Gas Company. The Ohio Oil Company retained a four-inch pipe line extending over and across a part of the leased premises (Ref. 8, p. 36).

On February 15, 1984, Jack White executed a Plant Site and Tank Storage Lease to South Prairie Construction Company, providing the right to enter the property, store materials in the storage tanks and park equipment on said property along with such rights of way over and across the

property. This property is approximately three acres in size and located in the NW¼ of the NW¼ of Section 29. This lease was for a term of two years with the option to extend the lease by the lessee for an additional period of one year on a yearly basis (Ref. 8, p. 119).

#### **4.8.3 Easements**

On December 27, 1946, Sunray Oil Corporation granted a right of way to Wilcox Oil Company for the right to lay, maintain, operate, re-lay and remove a pipeline or pipe lines for the transportation of oil or oil products through the N½ of the NW¼ of Section 29, except a five-acre tract of land in the Southwest corner (Ref. 8, p. 50).

On February 15, 1948, Sunray Oil Corporation granted several rights of way to the Sunray Pipe Line Company and Wilcox Oil Company, at 9/10 and 1/10 interests, respectively, including all rights of way owned by Sunray Oil Corporation in Creek County, and subject to the terms and conditions in a certain letter agreement dated November 6, 1946, between Sunray Oil Corporation and Wilcox Oil Company (Ref. 8, p. 52).

On December 30, 1953, Sunray Pipe Line Company conveyed its 9/10 interest to all of the pipeline right of way grants affecting lands situated in Creek County to Oklahoma Mississippi River Products Line, Inc. (Ref. 8, p. 54).

On January 4, 1954, Wilcox Oil Company conveyed its 1/10 interest to all of the pipeline right-of-way grants affecting lands situated in Creek County to Oklahoma Mississippi River Products Line, Inc. (Ref. 8, p. 57).

On February 7, 1967, Sunray DX Oil Company, successor by merger to Oklahoma Mississippi River Products Line, Inc., conveyed to OMR Pipe Line Company all of its right, title and interest located in Creek County (Ref. 8, p. 67).

On December 18, 1992, Sun Pipe Line Company conveyed all its right, title and interest to all rights of way located in Creek County to Sun Marine Terminals Company (Ref. 8, p. 72).

On September 23, 2002, Williams Pipe Line Company conveyed to Williams Pipe Line Company, LLC, all interest to its assets in the state of Oklahoma. This included an easement over the subject parcel, which was granted to Sunray Oil Corporation on February 17, 1947 (Ref. 8, p. 122). Williams Pipe Line Company changed its name to Williams Pipe Line Company, LLC, on December 31, 2000 (Ref. 8, pp. 125-128).

#### **4.9 Parcel Number 0000-29-016-009-0-011-00 – Parcel 9**

There are two railroad parcels within the site boundaries: Parcels 1 and 9. Parcel 9 is the southern railroad parcel.

##### **4.9.1 Ownership**

Prior to April 6, 1917, the subject parcel was owned by Continental Refining Company. On April 6, 1917, Continental Refining Company conveyed a parcel 50 feet wide to St. Louis-San Francisco Railway Company through a Deed for use as a railroad right of way. The deed includes the stipulation that should the tracks be abandoned in the future, the land will revert to the grantor (Ref 9, pp. 6-7).

On December 18, 1992, Sunline Pipe Line Company assigned its interest in a right of way for an eight-inch pipeline across Sections 19 and 20, Township 16 North, Range 9 East, , granted to it by St. Louis-San Francisco Railway Company, to Sunray Oil Company through an Assignment and Assumption of Rights of Way (Ref. 9, pp. 8-12). Section 19 is not specifically mentioned in the document, but the original right of way, potentially with more detailed location information, was not available. Its date is unknown.

On February 25, 1998, The Burlington Northern and Santa Fe Railway Company (the survivor in a merger with St. Louis-San Francisco Railway Company) donated its interest in its rail corridor of land, including the subject parcel, to the State of Oklahoma through a Quitclaim Deed (Ref. 9, pp. 13-18, 20).

On April 27, 2012, ConocoPhillips Company assigned its interests in various easements previously granted to Phillips Petroleum (a prior name of ConocoPhillips Company) by St. Louis-San Francisco Railway Company on April 24, 1958, to Phillips 66 Company through an Assignment and Assumption and Bill of Sale Agreement (Ref. 1, pp. 40-52). . The document includes tabulated corporate history and a list of affected properties with a statement that the intent of the assignment was to clear title. A referenced Exhibit C with additional properties was not included, so the potential exists that this parcel might also have been subject to the assignment.

#### **4.10 Parcel Number 0000-29-016-009-0-017-00 – Parcel 10**

##### **4.10.1 Ownership**

On November 17, 1903, The United State Commission to the Five Civilized Tribes (P. Porter as Principal Chief of the Muskogee Nation) conveyed 36.97 acres in the NW¼ of the NW¼, less 3.03 acres occupied as right of way of the St. Louis-San Francisco Railway, in Section 29, Township 16 North, Range 9 East, to Minerva Robins. This tract of land was conveyed as part of the agreement ratified by the Creek Nation that all lands of the Muskogee (Creek) Tribe of Indians should be allotted among the citizens of the tribe by the United States Commission to the Five Civilized Tribes, to give each an equal share of the whole in value (Ref. 10, p. 8).

Minerva Robins died in March 1904 (Ref. 10, p. 79).

On April 7, 1905, Flora Jacobs, sole heir of her daughter, Minerva Robins, conveyed the N½ of the NW¼ of Section 29 to A.H. Purdy via Warranty Deed (Ref. 10, p. 9).

Although the prior conveyance states that Flora Jacobs was the sole heir of Minerva Robins, on April 12, 1905, George Jacobs and Lydia Jacobs conveyed the N½ of the NW¼ of Section 29 to A.H. Purdy via Warranty Deed (Ref. 10, pp. 10-11). This may have been for the purpose of clearing the Jacobs' ownership interest from the chain of title.

On May 16, 1905, A.H. Purdy and M.M. Purdy conveyed the N½ of the NW¼ of Section 29 to The International Bank, Bristow via Warranty Deed. A.H. Purdy signed the deed as the President of International Bank, Bristow (Ref. 10, p. 12).

On May 26, 1905, The International Bank, Bristow conveyed the NW¼ of the NW¼ and additional property in Section 29 to George S. Carman and Jas. M. Cummings (*sic*) via Warranty Deed (Ref. 10, pp. 13-14).

On December 13, 1907, A.H. Purdy and M.M. Purdy conveyed the N½ of the NW¼ of Section 29, containing 80 acres, to James M. Cummins and George S. Carman via Quit Claim Deed (Ref. 10, p. 15). This deed was likely filed to clear the chain of title of any interest held by A.H. Purdy and M.M. Purdy in the property.

On January 19, 1909, James M. Cummins and his wife, Katie Cummins, and George S. Carman and his wife, Katie Carman, conveyed the N½ of the NW¼ of Section 29, less the land occupied



as a right of way by the St. Louis-San Francisco Railway, to James H. Nimmo, Jr., through a Warranty Deed (Ref. 10, p. 16).

On December 18, 1909, James H. Nimmo, Jr., and Eliza J. Nimmo, husband and wife, conveyed the N½ of the NW¼ of Section 29, less the land occupied as a right of way by the St. Louis-San Francisco Railway, to James M. Cummins and George S. Carman via a Warranty Deed (Ref. 10, pp. 17-18).

On January 28, 1911, James M. Cummins and Katie Cummins, husband and wife, conveyed their undivided one-half interest in the N½ of the NW¼ of Section 29, less the Frisco Right of way, to James S. Carman via Warranty Deed. This tract contained 80 acres and was subject to a mortgage for \$1,100 to the Union Central Life Insurance Company of Cincinnati and a mortgage for \$1,200 to Joseph Meyer and half of the taxes for the year 1910 (Ref. 10, p. 19).

On December 11, 1914, James S. Carman and Matilda Carman, and George S. Carman and his wife, Katie Carman, conveyed a tract of land, containing 7.5 acres, in the NW¼ of the NW¼ of Section 29, lying north and west of the St. Louis-San Francisco Railway tract, to A.H. Purdy via Warranty Deed (Ref. 10, pp. 22-23).

The relationship between A.H. Purdy and C.D. Webster Oil Company is not clear; however, in the District Court of the United States for the Eastern District of Oklahoma, C.D. Webster Oil Company declared Bankruptcy on February 5, 1915. A.H. Purdy was a named creditor in the bankruptcy. On March 11, 1915, the court approved a bond that was given to C.J. Benson, Bankruptcy Trustee (Ref. 10, pp. 24-25).

On May 19, 1915, C.J. Benson, Trustee, conveyed the same 7.5 acres tract of land to Joe Abraham via Trustees Deed. C.J. Benson was duly authorized on behalf of the lien holders and creditors of said estate, including A.H. Purdy, to sell and convey the 7.5-acre property at public auction, at which time Joe Abraham purchased the property. This conveyance included a gasoline plant, two wooden oil tanks, and a quantity of galvanized iron drums used for the containment of gasoline located at the site (Ref. 10, pp. 26-27).

On May 25, 1915, A.H. Purdy and M.M. Purdy conveyed a seven-acre tract of land located in the NW¼ of the NW¼ of Section 29 to C.J. Benson, Trustee, via Quit Claim Deed (Ref. 10, p. 28). This conveyance was likely to clear the chain of title of any interest of A.H. Purdy and M.M. Purdy in the seven-acre property.

On May 22, 1915, Joe Abraham and Fannie Abraham conveyed a 7.5-acre tract of land to the Bristow Oil and Refining Company (Ref. 10, p. 29).

On September 26, 1916, the Bristow Oil and Refining Company conveyed the 7.5-acre tract, together with the oil refining operations on the land, to the Continental Refining Company via Warranty Deed (Ref. 10, p. 38).

On February 27, 1917, the Continental Refining Company conveyed a tract of land 50 feet in width to the St. Louis-San Francisco Railway Company. This tract contained 0.5 acres in the NW¼ of the NW¼ of Section 29 (Ref. 10, pp. 39).

On November 26, 1921, an Order was entered by the District Court of Creek County, State of Oklahoma, in which Title Guarantee & Trust Company, Plaintiff, and Continental Refining Company, *et al*, Defendants, appointed J.W. Woodford as receiver of the Continental Refining Company. Another Order was then entered in which J.W. Woodford was directed to sell the 7.5-acre tract of land owned by the Continental Refining Company. On July 16, 1923, the tract of land, along with the refinery, stills, pump houses, boiler houses, shop, and other buildings, tracks and tanks on the premises, was conveyed to Lorraine Petroleum Company (Ref. 10, pp. 42-43). At the time of the sale, there were three judgments dated December 23, 1922, against Continental Refining Company including \$25,480 in favor of Title Guarantee & Trust Company (Ref. 10, p. 102).

On August 7, 1923, Lorraine Petroleum Company conveyed the 7.5 acres, and all property located upon the premises, to the Lorraine Refining Company through a Quit Claim Deed (Ref. 10, p. 44).

On October 1, 1925, Lorraine Refining Company conveyed the same 7.5-acre tract of land to the Interocean Oil Company via Warranty Deed. This conveyance did not mention any personal property also being conveyed (Ref. 10, p. 45; pp. 51-52).

At this point there is an apparent anomaly in the chain of title. Although it appears that Flora Jacobs and George Jacobs have no interest in the property, on March 22, 1926, Flora Jacobs and George Jacobs conveyed a one-half interest in the N½ of the NW¼, and additional property, all in Section 29, to Sid White and Allen G. Nichols. Flora Jacobs and George Jacobs obtained the property as the sole surviving heirs of Walter Robins, Minerva Robins, and Clarence Robins, who received the property as their distributive share of the Creek Tribal Lands. Sid White and Allen G. Nichols were the attorneys representing Flora Jacobs and George Jacobs for recovering,

quieting, and regaining possession of the lands previously mentioned. As payment for representation, a one-half interest in the described lands was conveyed (Ref. 10, pp. 46-47).

On February 1, 1929, Interocean Oil Company conveyed the 7.5-acre tract of land located in the NW¼ of the NW¼ of Section 29 to Producers Oil Company via General Warranty Deed. This conveyance also included the refinery, stills, pump houses, boiler houses, shop, and other buildings, loading racks, tracks and tanks on the premises (Ref. 10, pp. 53-54).

On June 25, 1937, Producers Oil Company conveyed the 7.5-acre tract of land located in the NW¼ of the NW¼ of Section 29, except a 0.5-acre tract of land conveyed to St. Louis-San Francisco Railway Company, to H.F. Wilcox Oil and Gas via General Warranty Deed (Ref. 10, p. 65).

Allen G. Nichols and Sid White conveyed all their right, title and interest in the 7.5-acre tract of land in the NW¼ of the NW¼ of Section 29 to Producers Oil Company through a Quit Claim Deed dated July 3, 1937 (Ref. 10, p. 66). This was likely recorded to clear the chain of title of any interest held by Allen G. Nichols and Sid White in the property.

The H.F. Wilcox Oil and Gas Company filed a Certificate of Amendment on August 16, 1944, changing its corporate name to Wilcox Oil Company (Ref. 10, pg. 81).

On November 1, 1963, Wilcox Oil Company conveyed several tracts of land totaling 110.08 acres to Wendell H. Sandlin via Quit Claim Deed. These tracts included a seven-acre tract located in the NW¼ of the NW¼ lying North and West of the St. Louis-San Francisco Railway right of way, and additional tracts (Ref. 10, pp. 96-98).

On September 24, 1965, Articles of Merger were filed with the State of Delaware merging the Wilcox Oil Company into the Tenneco Oil Company, the survivor (Ref. 10, pp. 98).

The following summarizes the Creek Court proceedings that quiet title to the 110.08 acre tract of land:

On December 9, 1963, a Petition was filed in the District Court within and for Creek County, State of Oklahoma, Case No. 33576, Wendell H. Sandlin vs. Minerva Robins *et al.* Wendell H. Sandlin stated that he is the owner of several tracts of land that were conveyed to him on November 1, 1963, by Wilcox Oil Company. These tracts of land total 110.08 acres (Ref. 10, pp. 99-116). On January 27, 1964, The District Court within and for Creek County found that the

Plaintiff is entitled to a Decree by the Court quieting title in this property and declaring Wendell H. Sandlin the owner in fee simple of the 110.08-acre tracts of land (Ref. 10, pp. 117-121).

On December 16, 1965, Wendell H. Sandlin conveyed the 110.08-acre tracts of land to Tenneco Oil Company via General Warranty Deed (Ref. 10, pp. 122-123).

On June 14, 1966, Tenneco Oil Company conveyed the surface rights only of the 110.08-acre tracts of land to D.H. Bolin (Ref. 10, pp. 124-125).

On June 15, 1966, D. H. Bolin conveyed the 110.08-acre tracts of land to the Bolin Oil Company. The Bolin Oil Company is a partnership composed of D.H. Bolin, R.L. Bolin, D.P. Bolin, and C.W. Bolin (Ref. 10, pp. 126-127).

On July 15, 1966, Bolin Oil Company conveyed the 110.08-acre tracts of land to the Bolin Oil Company to C.W. Stradley. This conveyance reserved and excepted the 4-7/8" water line running along the North and West sides of the tracts of lands and all property situated on the surface of the tracts (Ref. 10, pp. 128-129).

On August 23, 1966, Bolin Oil Company conveyed all personal property presently situated and remaining on the premises of the 110.08-acre tracts of land to C.W. Stradley, except the following: property that had heretofore been contracted to Owen W. Jackson d/b/a Jackson Equipment Company by letter agreement dated June 15, 1966; a stack of pipe identified as "lot 681" sold in an auction sale to Mr. Robinson; and stacked pipe described and identified as "lots 402-413, 416, 418, 419, 631, 632, 676, 683, 684, 689, 689, 691, and 692" sold in an auction sale to Mr. Howell. This deed conveyed the 4-7/8" water line with an easement 10 feet in width (Ref. 10, pp. 130-131).

On January 4, 1967, C.W. Stradley, entered into a Contract for Sale to convey the surface rights to a tract of land containing 13 acres, located in the NW¼ of the NW¼ of Section 29, to V.N. Lee and Edd Munholland (Ref. 10, pp. 132-134). It does not appear that the property was ever transferred as no conveyance document was recorded.

On July 26, 1971, a Journal Entry of Judgment was issued in the District Court in and for Creek County, State of Oklahoma between The First Wichita National Bank, Plaintiff, and C.W. Stradley, d/b/a Stradley Supply Company, *et al*, Defendants, Case No. C71-110. The court ordered that an Order of Sale be issued to the Sheriff of Creek County for the 110.08-acre tracts of land (Ref. 10, pp. 135-139).

On September 21, 1971, The First Wichita National Bank was the highest bidder at public auction for the 110.08-acre tracts of land; therefore, Brice C. Coleman, Sheriff of Creek County, conveyed the property to The First Wichita National Bank through a Sheriff's Deed (Ref. 10, pp. 142-143).

On February 11, 1974, The First Wichita National Bank conveyed the 110.08-acre tracts of land via Warranty Deed to Billy Joe Bennett and Peggy L. Bennett (Ref. 10, pp. 144-146).

On October 6, 1975, Billy Joe Bennett and Peggy J. Bennett conveyed the 110.08-acre tracts of land to C.P. Mercer and M. Aline Mercer via Warranty Deed (Ref. 10, pp. 147-148).

On November 18, 1975, Billy Joe Bennett and Peggy L. Bennett conveyed the subject parcel to C.P. Mercer and M. Aline Mercer via Warranty Deed (Ref. 10, p. 150).

On September 21, 1980, C.P. Mercer and M. Aline Mercer conveyed the subject parcel to First Assembly of God Church, Bristow through a Warranty Deed (Ref. 10, p. 151).

On March 31, 2010, First Assembly of God, Inc., a/k/a First Assembly of God, Bristow, Oklahoma conveyed the subject parcel to First Assembly of God Inc. through a Quit Claim Deed (Ref. 10, p. 159).

#### **4.10.2 Leases**

On May 24, 1915, Bristow Oil and Refining Company granted a five-year lease for the 7.5-acre tract and other lands to The Continental Refining Company (Ref. 10, pg. 30-31).

On December 28, 1927, A. A. Rollestone entered into a Tanksite Lease with Transcontinental Oil Company for a tanksite located in the NW¼ of the NW¼ of Section 29. This tanksite was known as the No. 2 Tanksite and the lease was for a period of 20 years (Ref. 10, pp. 48). It is unclear how A.A. Rolleston acquired the Tanksite Lease and if the leased property was part of the same property leased to Standard Oil Company on November 15, 1915. A.A. Rollestone obtained the subject property in April 1919.

On August 14, 1930, the Transcontinental Oil Company assigned all its leases in the NW¼ of the NW¼ of Section 29, plus other lands, to the Mid-Kansas Oil and Gas Company (Ref. 10, pp. 57-58).

On January 29, 1931, the Mid-Kansas Oil and Gas Company assigned all its leases in the NW¼ of the NW¼ of Section 29 to the Illinois Pipe Line Company (Ref. 10, pp. 59-60).

On September 30, 1935, The Illinois Pipe Line Company assigned its lease to the NW¼ of the NW¼ of Section 29 to the Marathon Oil Company. This lease also included the 55,000 barrel oil storage tank and other fixtures and equipment placed and maintained on said land and the pump, pump station, and all pipe lines (Ref. 10, pp. 61-62).

Marathon Oil Company, whose name changed from Mid-Kansas Oil and Gas Company on August 8, 1934, dissolved and discontinued business on July 31, 1936 (Ref. 10, p. 63). In consequence of its dissolution, Marathon Oil Company granted all its interest in the NW¼ of the NW¼ of Section 29 to The Ohio Oil Company on September 10, 1936. The Ohio Oil Company was the sole stockholder of the Marathon Oil Company at the time of dissolution (Ref. 10, pp. 63-64).

On August 6, 1937, The Ohio Oil Company canceled, released, and surrendered all of its rights, title and interest to the lease in the 7.5-acre tract located in the NW¼ of the NW¼ (Ref. 10, p. 50).

On August 19, 1938, The Ohio Oil Company assigned a lease to a tanksite located in the NW¼ of the NW¼ of Section 29 to H.F. Wilcox Oil and Gas Company (Ref. 10, pp. 149).

#### **4.10.3 Easements**

On August 7, 1918, an agreement was made by A.A. Rollestone and the Continental Refining Company in which a right of easement across the a tract of land in the NW¼ of the NW¼ of Section 29 was granted to the Continental Refining Company for a term of 20 years. The easement was for a drain sewer pipe line to drain the surplus water from the refining plant (Ref. 10, pp. 40-41).

On February 1, 1929, Interocean Oil Company issued an Assignment, granting all rights, title and interest previously conveyed to Interocean Oil Company from A.A. Rollestone to Producers Oil Company (Ref. 10, pp. 55-56). This included all rights, title and interest conveyed from A.A. Rollestone to Continental Refining Company on August 7, 1918.

On June 25, 1937, Producers Oil Company issued an Assignment of all the right, title and interest to an easement across a tract of land in the NW¼ of the NW¼ of Section 29 to H.F.

Wilcox Oil and Gas Company. This easement was for a drain and sewer pipe from the refinery across the lands owned by Producers Oil Company (Ref. 10, p. 67).

On March 18, 1952, Wilcox Oil Company, f/k/a H.F. Wilcox Oil and Gas Company, granted a Right of Way Easement to Southwestern Bell Telephone Company to construct, reconstruct, operate, maintain or remove a line of poles with telephone and telegraph or other signal or communication equipment. This easement covers a tract of land 20 feet in width in Section 29 (Ref. 10, p. 68).

On July 8, 1952, Wilcox Oil Company granted an Easement to Oklahoma Gas and Electric Company for the right to erect, operate and maintain a system of poles and wires for the transmission of electricity and telephone and telegraph messages across a tract of land in Section 29, subject to the rights of the previous easement granted to Southwestern Bell Telephone Company (Ref. 10, pp. 69-70).

On December 27, 1946, Sunray Oil Corporation granted a Right of way to Wilcox Oil Company to lay, maintain operate, re-lay and remove a pipeline or pipe lines for the transportation of oil or oil products through the N½ of the NW¼ of section 29, except a five-acre tract of land in the Southwest corner (Ref. 10, pp. 71).

On February 15, 1948, Sunray Oil Corporation granted Rights of way to the Sunray Pipe Line Company and Wilcox Oil Company, at 9/10 and 1/10 interests, respectively. This conveyance included all Rights of way owned by Sunray Oil Corporation in Creek County and was subject to the terms and conditions of a certain letter agreement dated November 6, 1946, between Sunray Oil Corporation and Wilcox Oil Company (Ref. 10, pp. 73).

On December 30, 1953, Sunray Pipe Line Company granted its 9/10 interest to each of the pipeline Rights of way affecting lands situated in Creek County to Oklahoma Mississippi River Products Line, Inc. (Ref. 10, pp. 75).

On January 4, 1954, Wilcox Oil Company conveyed its 1/10 interest to all of the pipeline Rights of way affecting lands situated in Creek County to Oklahoma Mississippi River Products Line, Inc. (Ref. 10, pp. 78).

On February 7, 1967, Sunray DX Oil Company, successor by merger to Oklahoma Mississippi River Products Line, Inc., assigned to OMR Pipe Line Company all of its right, title and interest in all Rights of way located in Creek County (Ref. 10, pp. 88).

On December 18, 1992, Sun Pipe Line Company assigned all its right, title and interest to all Rights of way located in Creek County to Sun Marine Terminals Company (Ref. 10, pp. 93-95).

On September 23, 2002, Williams Pipe Line Company conveyed to Williams Pipe Line Company, LLC, all interest to its assets in the State of Oklahoma. This included an easement over the subject property (Ref. 10, pp. 143).

#### **4.11 Parcel Number 0000-29-016-009-0-027-00 – Parcel 11**

##### **4.11.1 Ownership**

On November 17, 1903, the United State Commission to the Five Civilized Tribes (P. Porter as Principal Chief of the Muskogee Nation) conveyed 36.97 acres in the NW¼ of the NW¼, less 3.03 acres occupied as right of way of the St. Louis-San Francisco Railway, in Section 29, Township 16 North, Range 9 East, to Minerva Robins. This tract of land was conveyed as part of the agreement ratified by the Creek Nation that all lands of the Muskogee (Creek) Tribe of Indians should be allotted among the citizens of the tribe by the United States Commission to the Five Civilized Tribes, to give each an equal share of the whole in value (Ref. 11, p. 8).

Minerva Robins died in March 1904 (Ref. 11, p. 80).

On April 7, 1905, Flora Jacobs, sole heir of her daughter, Minerva Robins, conveyed the N½ of the NW¼ of Section 29 to A.H. Purdy via Warranty Deed (Ref. 11, p. 9).

Although the prior conveyance states that Flora Jacobs was the sole heir of Minerva Robins, on April 12, 1905, George Jacobs and Lydia Jacobs conveyed the N½ of the NW¼ of Section 29 to A.H. Purdy via Warranty Deed (Ref. 11, pp. 10-11). This may have been for the purpose of clearing the Jacobs' ownership interest from the chain of title.

On May 16, 1905, A.H. Purdy and M.M. Purdy conveyed the N½ of the NW¼ of Section 29 to the International Bank, Bristow via Warranty Deed. A.H. Purdy was the President of the International Bank of Bristow (Ref. 11, p. 12).

On May 26, 1905, The International Bank, Bristow conveyed the NW¼ of the NW¼ and additional land in Section 29 to George S. Carman and Jas. M. Cummings (*sic*) via Warranty Deed (Ref. 11, pp. 13-14).



On December 13, 1907, A.H. Purdy and M.M. Purdy, conveyed the N½ of the NW¼ of Section 29, containing 80 acres, to James M. Cummins and George S. Carman via Quit Claim Deed (Ref. 8, p. 15). This deed was likely filed to clear the chain of title of any interest held by A.H. Purdy and M.M. Purdy in the property.

On January 19, 1909, James M. Cummins and his wife, Katie Cummins, and George S. Carman and his wife, Katie Carman, conveyed the N½ of the NW¼ of Section 29, less the land occupied as a right of way by the St. Louis-San Francisco Railway Company, to James H. Nimmo, Jr., through a Warranty Deed (Ref. 11, p. 16).

On December 18, 1909, James H. Nimmo, Jr., and Eliza J. Nimmo, husband and wife, conveyed the N½ of the NW¼ of Section 29, less the land occupied as a right of way by the St. Louis-San Francisco Railway, to James M. Cummins and George S. Carman via a Warranty Deed (Ref. 11, pp. 17-18).

On January 28, 1911, James M. Cummins and Katie Cummins, husband and wife, conveyed their undivided one-half interest in the N½ of the NW¼ of Section 29 to James S. Carman via Warranty Deed; less the Frisco Right of way. This tract contained 80 acres, and was subject to a mortgage for \$1,100 to the Union Central Life Insurance Company of Cincinnati and a mortgage for \$1,200 to Joseph Meyer and half the taxes for the year 1910 (Ref. 11, p. 19).

On May 22, 1914, James S. Carman and Matilda Carman, and G.S. Carman and Katie Carman conveyed part of the NW¼ of the NW¼ lying south and east of the Frisco Railway, and additional land, in Section 29 to Harry Ekdahl via a Warranty Deed. This tract contained 69.14 acres and was subject to a loan of \$1,100 to Union Central Life Insurance Company of Cincinnati (Ref. 11, pp. 20-21).

On June 29, 1914, Harry Ekdahl and Helen Ekdahl conveyed part of the NW¼ of the NW¼ lying south and east of the Frisco Railway, and additional land, in Section 29 to T.B. Slick. This tract contained 69.14 acres and was subject to a loan of \$1,100 to Union Central Life Insurance Company of Cincinnati (Ref. 11, p. 22).

On October 20, 1914, Thomas B. Slick conveyed part of the NW¼ of the NW¼ lying east and south of the Right of way of the St. Louis-San Francisco Railway, and additional property, all in Section 29, to the Slick Oil Company. This conveyance included all tanks, tankage, oil in tanks, pipes, equipment, and buildings used as a Tank Farm (Ref. 11, pp. 23).

On February 27, 1917, the Continental Refining Company conveyed a tract of land 50 feet in width to the St. Louis-San Francisco Railway Company. This tract contained 0.5 acres all being

in the NW¼ of the NW¼ of Sec. 29. This appears to be the same as the Right of way, above (Ref. 11, pp. 30).

On April 11, 1919, Slick Oil Company conveyed a 109.14-acre tract of land, including part of the N½ of the NW¼ lying south and east of the Right of way of the St. Louis-San Francisco Railway Company all in Section 29, and additional property, to A.A. Rollestone through a Special Warranty Deed (Ref. 11, pp. 31). This conveyance included an exception for an oil and gas mining lease dated March 27, 1919, from Slick Oil Company to Sinclair Oil and Gas Company. The lease was not included with the recorded documents.

At this point there is an apparent anomaly in the chain of title. Although it appears that Flora Jacobs and George Jacobs have no interest in the property, on March 22, 1926, Flora Jacobs and George Jacobs conveyed a one-half interest in the N½ of the NW¼, and additional property, all in Section 29, to Sid White and Allen G. Nichols. Flora Jacobs and George Jacobs obtained the property as the sole surviving heirs of Walter Robins, Minerva Robins, and Clarence Robins, who received the property as their distributive share of the Creek Tribal Lands. Sid White and Allen G. Nichols were the attorneys representing Flora Jacobs and George Jacobs for recovering, quieting, and regaining possession of the lands previously mentioned. As payment for representation, a one-half interest in the described lands was conveyed (Ref. 11, pp. 32). It is unclear which property is being conveyed as there is no legal description of the property in the documentation.

On May 8, 1926, A. A. Rollestone conveyed a tract of land containing five acres located in the NW¼ of the NW¼ of Section 29 to Producers Oil Company. This conveyance was for use solely as a tanksite for storage of crude oil for five years and as long thereafter (not exceeding 25 years from date) as said tract was used for maintenance of a tank for storage of crude oil (Ref. 11, pp. 34).

On January 4, 1929, A.A. Rollestone conveyed a tract of land containing 3.22 acres located in the NW¼ of Section 29 to H.F. Wilcox Oil and Gas Company (Ref. 11, pp. 39).

On December 9, 1929, the Slick Oil Company conveyed all the oil, gas and mineral rights to 109.14 acres located in part of the N½ of the NW¼, and additional property, all in Section 29, to the Sinclair Oil and Gas Company. This deed reserved and excepted a Special Warranty Deed from the Slick Oil Company to A.A. Rollestone conveying the surface rights to the same 109.14-tract of land (Ref. 11, pp. 40).

On March 3, 1939, A.A. Rollestone conveyed several tracts of land to H.F. Wilcox Oil and Gas Company via General Warranty Deed, including a five-acre tract and an 11-acre tract located in the NW¼ of the NW¼ lying South and East of the St. Louis-San Francisco Railway Company right

of way in Section 29 (Ref. 11, pp. 49). An error was made in this conveyance, but was quieted by the Petition of December 9, 1963, conveying the mineral rights along with the surface rights in this property to H.F. Wilcox Oil and Gas Company (Ref. 11, p. 81).

The H.F. Wilcox Oil and Gas Company filed a Certificate of Amendment on August 16, 1944, changing its corporate title to Wilcox Oil Company (Ref. 8, pg. 60).

On November 1, 1963, Wilcox Oil Company conveyed several tracts of land totaling 110.08 acres to Wendell H. Sandlin via Quit Claim Deed, including part of the NW¼ of the NW¼ of Section 29, containing 24.22 acres, and additional land (Ref. 11, pp. 76).

On September 24, 1965, Articles of Merger were filed in Delaware merging the Wilcox Oil Company into the Tenneco Oil Company (Ref. 8, pp. 77).

The following paragraph details the Creek Court proceedings to quiet title to the 110.08 acre tract of land:

On December 9, 1963, a petition was filed in the District Court within and for Creek County, State of Oklahoma, Case No. 33576, Wendell H. Sandlin vs. Minerva Robins *et al.* Wendell H. Sandlin stated that he is the owner several tracts of land that were conveyed to him on November 1, 1963, from Wilcox Oil Company. These tracts of land total 110.08 acres (Ref. 11, pp. 79-96). On January 27, 1964, The District Court within and for Creek County found that the Plaintiff is entitled to a decree by the Court quieting title in this property and declaring Wendell H. Sandlin the owner in fee simple of the 110.08-acre tracts of land (Ref. 11, pp. 92).

On December 16, 1965, Wendell H. Sandlin conveyed the 110.08-acre tracts of land to Tenneco Oil Company via General Warranty Deed (Ref. 11, pp. 102).

On June 14, 1966, Tenneco Oil Company conveyed the surface rights only of the 110.08-acre tracts of land to D.H. Bolin (Ref. 11, pp. 104).

On June 15, 1966, D. H. Bolin conveyed the 110.08-acre tracts of land to the Bolin Oil Company. The Bolin Oil Company is a partnership composed of D.H. Bolin, R.L. Bolin, D.P. Bolin, and C.W. Bolin (Ref. 11, pp. 108).

On July 15, 1966, Bolin Oil Company conveyed the 110.08-acre tracts of land to C.W. Stradley. This conveyance reserved and excepted the 4-7/8" water line running along the North and West sides of the tracts of lands (Ref. 11, pp. 108).

On August 23, 1966, Bolin Oil Company conveyed all personal property presently situated and remaining on the premises of the 110.08-acre tracts of land to C.W. Stradley, except the

following: property that had heretofore been contracted to Mr. Owen W. Jackson d/b/a Jackson Equipment Company by letter agreement dated June 15, 1966; a stack of pipe identified as "lot 681" sold in an auction sale to Mr. Robinson; and stacked pipe described and identified as "lots 402-413, 416, 418, 419, 631, 632, 676, 683, 684, 689, 689, 691, and 692" sold in an auction sale to Mr. Howell. This deed conveyed the 4-7/8" water line with an easement 10 feet in width (Ref. 11, pp. 110).

On January 4, 1967, C.W. Stradley, entered into a Contract to convey the surface rights to a tract of land containing 13 acres located in the NW¼ of the NW¼ of Section 29 to V.N. Lee and Edd Munholland (Ref. 11, pp. 112). It does not appear that the property was ever transferred as no conveyance document was recorded.

On July 26, 1971, a Journal Entry of Judgment was issued in the District Court in and for Creek County, State of Oklahoma, Case No. C71-110, The First Wichita National Bank vs. C.W. Stradley (d/b/a Stradley Supply Company) *et al.* The court ordered that an Order of Sale be issued to the Sheriff of Creek County for the 110.08-acre tracts of land (Ref. 11, pp. 115).

On September 21, 1971, The First Wichita National Bank was the highest bidder at public auction for the 110.08-acre tracts of land; therefore, Brice C. Coleman, Sheriff of Creek County, conveyed the land to The First Wichita National Bank through a Sheriff's Deed (Ref. 11, pp. 122).

On February 11, 1974, The First Wichita National Bank conveyed the 110.08-acre tracts of land to Billy Joe Bennett and Peggy L. Bennett via Warranty Deed (Ref. 11, pp. 125).

On October 6, 1975, Billy Joe Bennett and Peggy J. Bennett conveyed the 110.08-acre tracts of land to C.P. Mercer and M. Aline Mercer via Warranty Deed (Ref. 11, pp. 127).

On May 19, 1981 C.P. Mercer and M. Aline Mercer conveyed the subject parcel to Stanley S. Snelling and Shirley J. Snelling through a Joint Tenancy Warranty Deed, which included a public road right of way (Ref. 11, pp. 129). This deed was re-recorded on March 17, 1983, to correct the legal description of the property (Ref. 11, pp. 130).

On August 13, 1984, Shirley J. Snelling conveyed all her right, title, and interest to the subject parcel to Stanley S. Snelling via General Warranty Deed (Ref. 11, pp. 131).

On October 8, 1993, Stanley S. Snelling and Shirley J. Snelling conveyed the subject parcel to Leon S. Batey and Allene Batey via Joint Tenancy Warranty Deed (Ref. 11, pp. 132).

On January 13, 1994, a Journal Entry of Judgment was issued in the District Court in and for Creek County, State of Oklahoma, Case No. C-93-115-B, Leon S. Batey and Allene Batey vs. H.F.

Wilcox Oil and Gas Company. The Court ordered title to be quieted in favor of the Plaintiffs for all surface rights to the subject parcel and for a public road right of way for means to access the county roadway from the property (Ref. 11, pp. 134).

On January 23, 1995, Leon S. Batey and Allene Batey conveyed the subject parcel to Leon Olen J. Lee and Melissa A. Lee via a Joint Tenancy Warranty Deed (Ref. 11, pp. 132). This conveyance was for the surface rights only (Ref. 11, pp. 138). On that same day, Leon S. Batey and Allene Batey assigned their interest to the Right of way for access to the property to Olen J. Lee and Mesilla A. Lee (Ref. 11, 140).

#### **4.11.2 Leases**

On November 15, 1915, the Slick Oil Company entered into a Tanksite Lease with Standard Oil Company for 16 steel storage tanks located in the N½ of the NW¼ lying South and East of the Right of way of the St. Louis-San Francisco Railway Company, and additional property, all in Section 29. The total crude oil conveyed amounted to 807,958.73 barrels (Ref. 11, pp. 24-26).

On the same date, another Tanksite Lease was executed between the Slick Oil Company and Standard Oil Company for the purpose of emptying the storage tanks. The lease included the construction and operation of pipes and pipeage for the use in emptying said tanks. The Slick Oil Company leased 65 acres to the Standard Oil Company for the removal operations of the crude in these tanks which are located in the N½ of the NW¼ lying south and east of the Right of way of the St. Louis-San Francisco Railway Company, and additional property, all in Section 29 (Ref. 11, pp. 27-29). At some point these Tank Site Leases were abandoned by Standard Oil Company (Ref. 11, p. 82).

On December 28, 1927, A. A. Rollestone and Transcontinental Oil Company entered into a Tanksite Lease for a tanksite located in the NW¼ of the NW¼ of Section 19. This tanksite was known as the No. 2 Tanksite and the lease was for 20 years (Ref. 11, pp. 36).

On August 14, 1930, the Transcontinental Oil Company assigned all its leases in the NW¼ of the NW¼ of Section 29, and other lands, to the Mid-Kansas Oil and Gas Company (Ref. 11, pp. 41).

On January 29, 1931, the Mid-Kansas Oil and Gas Company assigned all its leases in the NW¼ of the NW¼ of Section 29 to the Illinois Pipe Line Company (Ref. 11, pp. 43).

On September 30, 1935, The Illinois Pipe Line Company assigned its lease of the NW¼ of the NW¼ of Section 29 to Marathon Oil Company. This lease also included the 55,000-barrel oil storage tank and other fixtures and equipment, the pump, pump station, and all pipe lines (Ref. 11, pp. 45).

Marathon Oil Company, whose name was changed from Mid-Kansas Oil and Gas on August 8, 1934, dissolved and discontinued business on July 31, 1936. In consequence of its dissolution, Marathon Oil Company assigned all its interest in the NW¼ of the NW¼ of Section 29 to The Ohio Oil Company on September 10, 1936. The Ohio Oil Company was the sole stockholder of the Marathon Oil Company at the time of dissolution (Ref. 11, pp. 47).

On September 22, 1936, Producers Oil Company assigned a five-acre Tanksite Lease located in the NW¼ of the NW¼ of Section 19 to H.F. Wilcox Oil and Gas Company (Ref. 11, pp. 35). This lease was to be used solely for the storage of crude oil and had a term of five years and as long thereafter (not exceeding 25 years from date) as said tract was used for maintenance of a tank or tanks for storage of crude oil.

On August 19, 1938, The Ohio Oil Company assigned a lease for a tanksite located in the NW¼ of the NW¼ of Sections 29 to H.F. Wilcox Oil and Gas Company (Ref. 11, pp. 38).

#### **4.11.3 Easements**

On December 27, 1946, Sunray Oil Corporation conveyed a right of way to Wilcox Oil Company. The right of way granted the right to lay, maintain, operate, re-lay and remove a pipeline or pipe lines for the transportation of oil or oil products through the N½ of the NW¼ of Section 29, except a 5-acre tract of land in the southwest corner (Ref. 11, pp. 51).

On February 15, 1948 Sunray Oil Corporation conveyed several rights of way to the Sunray Pipe Line Company and Wilcox Oil Company, at 9/10 and 1/10 interest, respectively, including all rights of way owned by Sunray Oil Corporation in Creek County, and subject to the terms and conditions of a certain letter agreement dated November 6, 1946 between Sunray Oil Corporation and Wilcox Oil Company (Ref. 11, pp. 53).

On December 30, 1953, Sunray Pipe Line Company conveyed its 9/10 interest in all of the pipeline Right of way grants affecting lands situated in Creek County to Oklahoma Mississippi River Products Line, Inc. (Ref. 11, pp. 55).

On January 4, 1954, Wilcox Oil Company conveyed its 1/10 interest in all of the pipeline right-way grants affecting lands situated in Creek County to Oklahoma Mississippi River Products Line, Inc. (Ref. 11, pp. 58).

On February 7, 1967, Sunray DX Oil Company, successor by merger to Oklahoma Mississippi River Products Line, Inc., conveyed to OMR Pipe Line Company all its right, title and interest located in Creek County (Ref. 11, pp. 68).

On December 18, 1992, Sun Pipe Line Company conveyed all its right, title and interest to all Rights of way located in Creek County to Sun Marine Terminals Company (Ref. 11, pp. 74). This included an assignment to land located in the N½ of the NW¼ of Section 29 from Wilcox Oil Company to Sunray Oil Corporation on February 17, 1947. This assignment was not included in the recorded documents.

On September 23, 2002, Williams Pipe Line Company assigned to Williams Pipe Line Company, LLC, all interest in its assets in the state of Oklahoma. This included an easement over the subject parcel. This also included an assignment to land located in the N½ of the NW¼ of Section 29 from Wilcox Oil Company to Sunray Oil Corporation on February 17, 1947 (Ref. 11, p. 143). Williams Pipe Line Company, LLC, may be a successor in interest to Sun Marine Terminals Company; however, no documentation of the relationship was included with the recorded documents.

#### **4.12 Parcel Number 0000-29-016-009-0-062-06 -- Parcel 12**

##### **4.12.1 Ownership**

On November 17, 1903, The United State Commission to the Five Civilized Tribes (P. Porter as Principal Chief of the Muskogee Nation) conveyed 36.97 acres in the NW¼ of the NW¼, less 3.03 acres occupied as right of way of the St. Louis-San Francisco Railway Company, in Section 29, Township 16 North, Range 9 East, to Minerva Robins. This tract of land was conveyed as part of the agreement ratified by the Creek Nation that all lands of the Muskogee (Creek) Tribe of Indians should be allotted among the citizens of the tribe by the United States Commission to the Five Civilized Tribes, to give each an equal share of the whole in value (Ref. 12, pp. 8).

Minerva Robins died in March of 1904 (Ref 12, p. 79).

On April 7, 1905, Flora Jacobs, sole heir of her daughter, Minerva Robins, conveyed the N½ of the NW¼ of Section 29 to A.H. Purdy via Warranty Deed (Ref. 12, p. 9).

Although the prior conveyance states that Flora Jacobs was the sole heir of Minerva Robins, on April 12, 1905, George Jacobs and Lydia Jacobs also conveyed the N½ of the NW¼ of Section 29 to A.H. Purdy via Warranty Deed, except for a certain lease held by Vasques Logan for five years from January 1, 1904 (Ref. 12, pp. 10-11). This may have been for the purpose of clearing the Jacobs' ownership interest from the chain of title.

On May 16, 1905, A.H. Purdy and M.M. Purdy conveyed the N½ of the NW¼ of Section 29 to The International Bank, Bristow via Warranty Deed. A.H. Purdy was the President of the International Bank of Bristow (Ref. 12, p. 12).

On May 26, 1905, the International Bank of Bristow conveyed the NW¼ of the NW¼ and additional land in Section 29 to George S. Carman and Jas. M. Cummings (*sic*) via Warranty Deed (Ref. 12, pp. 13-14).

On December 13, 1907, A.H. Purdy and M.M. Purdy, conveyed the N½ of the NW¼ of Section 29, containing 80 acres, to James M. Cummins and George S. Carman via Quit Claim Deed (Ref. 12, p. 15). This deed was likely filed to clear the chain of title of any interest held by A.H. Purdy and M.M. Purdy in the property.

On January 19, 1909, James M. Cummins and his wife, Katie Cummins, and George S. Carman and his wife, Katie Carman, conveyed the N½ of the NW¼ of Section 29, less the land occupied as a right of way by the St. Louis-San Francisco Railway, to James H. Nimmo, Jr., through a Warranty Deed (Ref. 12, p. 16). .

On December 18, 1909, James H. Nimmo, Jr., and Eliza J. Nimmo, husband and wife, conveyed the N½ of the NW¼ of Section 29 to James M. Cummins and George S. Carman via Warranty Deed; less the land occupied as a right of way by the St. Louis-San Francisco Railway (Ref. 12, pp. 17-18).

On January 28, 1911, James M. Cummins and Katie Cummins, husband and wife, conveyed their undivided one-half interest in the N½ of the NW¼ of Section 29 to James S. Carman via Warranty Deed; less the Frisco Right of Way. This tract contained 80 acres and was subject to a mortgage for \$1,100 from the Union Central Life Insurance Company of Cincinnati and a mortgage for \$1,200 from Joseph Meyer and half the taxes for the year 1910 (Ref. 12, p. 19).

On May 22, 1914, James S. Carman and Matilda Carman, his wife; and G.S. Carman and Katie Carman, his wife, conveyed part of the NW¼ of the NW¼ lying south and east of the Frisco Railway parcel, and additional property in Section 29, containing 69.14 acres, to Harry Ekdahl via Warranty Deed. This tract was subject to a loan of \$1,100 from Union Central Life Insurance Company of Cincinnati (Ref. 12, pp. 20-21).

On June 29, 1914, Harry Ekdahl and Helen Ekdahl conveyed part of the NW¼ of the NW¼ lying south and east of the Frisco Railway parcel, and additional property in Section 29, containing 69.14 acres, to T.B. Slick. This tract was subject to a loan of \$1,100 from Union Central Life Insurance Company of Cincinnati (Ref. 12, p. 22).



On October 20, 1914, Thomas B. Slick conveyed part of the N½ of the NW¼ which lies east and south of the Right of way of the St. Louis-San Francisco Railway, and additional property in Section 29 to the Slick Oil Company. This conveyance included all tanks, tankage, oil in tanks, pipes, equipment, and buildings used in connection as a Tank Farm (Ref. 12, pp. 23).

On February 27, 1917, the Continental Refining Company conveyed a tract of land 50 feet in width to the St. Louis-San Francisco Railway Company through a Deed. This tract contained 0.5 acres in the NW¼ of the NW¼ of Section 29 and appears to be the same property described as a Right of way, above (Ref. 12, pp. 30).

On April 11, 1919, Slick Oil Company conveyed a 109.14-acre tract of land, including part of the N½ of the NW¼ lying south and east of the Right of way of the St. Louis-San Francisco Railway Company all in Section 29, and additional property, to A.A. Rollestone through a Special Warranty Deed (Ref. 12, pp. 31). This conveyance includes an exception for an oil and gas mining lease dated March 27, 1919, from Slick Oil Company to Sinclair Oil and Gas Company. The lease was not included with the recorded documents.

At this point there is an apparent anomaly in the chain of title. Although it appears that Flora Jacobs and George Jacobs have no interest in the property, on March 22, 1926, Flora Jacobs and George Jacobs conveyed a one-half interest in the N½ of the NW¼, and additional property, all in Section 29, to Sid White and Allen G. Nichols. Flora Jacobs and George Jacobs obtained the property as the sole surviving heirs of Walter Robins, Minerva Robins, and Clarence Robins, who received the property as their distributive share of the Creek Tribal Lands. Sid White and Allen G. Nichols were the attorneys representing Flora Jacobs and George Jacobs for recovering, quieting, and regaining possession of the lands previously mentioned. As payment for representation, a one-half interest in the described lands was conveyed (Ref. 12, pp. 32). It is unclear what land is being conveyed, as there is no legal description of the property.

On December 9, 1929, the Slick Oil Company conveyed all the oil, gas and mineral rights to 109.14 acres located in part of the N½ of the NW¼, and additional property, all in Section 29, to Sinclair Oil and Gas Company. This deed reserved and excepted a Special Warranty Deed from the Slick Oil Company to A.A. Rollestone conveying the same 109.14 tract of land (Ref. 12, pp. 39).

On March 3, 1939, A.A. Rollestone conveyed several tracts of land to H.F. Wilcox Oil and Gas Company via General Warranty Deed, including a five-acre tract and an 11-acre tract located in the NW¼ of the NW¼ lying South and East of the St. Louis-San Francisco Railway Company right of way, in Section 29 (Ref. 12, pp. 48). An error was made in this conveyance, but was quieted

in the Petition on December 9, 1963, conveying the mineral rights along with the surface rights in this property to H.F. Wilcox Oil and Gas Company (Ref. 12, p. 80).

The H.F. Wilcox Oil and Gas Company filed a certificate of amendment on August 16, 1944, changing its corporate title to Wilcox Oil Company (Ref. 12, p. 60).

On November 1, 1963, Wilcox Oil Company conveyed several tracts of land totaling 110.08 acres to Wendell H. Sandlin via Quit Claim Deed, including part of the NW¼ of the NW¼ of Section 29, containing 24.22 acres, and additional land (Ref. 12, pp. 75).

On September 24, 1965, Articles of Merger were filed in Delaware merging the Wilcox Oil Company into the Tenneco Oil Company (Ref. 12, pp. 77).

The following paragraph details the Creek Court proceedings that quieted title to a 110.08 acre tract of land:

On December 9, 1963, a Petition was filed in the District Court within and for Creek County, State of Oklahoma, Case No. 33576, Wendell H. Sandlin vs. Minerva Robins, *et al.* Wendell H. Sandlin stated that he is the owner of several tracts of land that were conveyed to him on November 1, 1963, from Wilcox Oil Company. These tracts of land total 110.08 acres (Ref. 12, pp. 78-95). On January 27, 1964, The District Court within and for Creek County found that the Plaintiff is entitled to a decree by the Court quieting title in this property and declaring Wendell H. Sandlin the owner in fee simple of the 110.08-acre tracts of land (Ref. 12, pp. 96).

On December 16, 1965, Wendell H. Sandlin conveyed the 110.08-acre tracts of land to Tenneco Oil Company via General Warranty Deed (Ref. 12, pp. 101).

On June 14, 1966, Tenneco Oil Company conveyed the surface rights only of the 110.08-acre tracts of land to D.H. Bolin (Ref. 12, pp. 103).

On June 15, 1966, D. H. Bolin conveyed the 110.08-acre tracts of land to the Bolin Oil Company. The Bolin Oil Company is a partnership composed of D.H. Bolin, R.L. Bolin, D.P. Bolin, and C.W. Bolin (Ref. 12, pp. 105).

On July 15, 1966, Bolin Oil Company conveyed the 110.08-acre tracts of land to C.W. Stradley. This conveyance reserved and excepted the 4-7/8" water line running along the North and West sides of the tracts of lands, all property situated on the surface of the tracts, and the right to remove personal property within one year (Ref. 12, pp. 107).

On August 23, 1966, Bolin Oil Company conveyed all personal property presently situated and remaining on the premises of the 110.08-acre tracts of land to C.W. Stradley except the

following: property that had heretofore been contracted to Mr. Owen W. Jackson d/b/a Jackson Equipment Company by letter agreement dated June 16, 1966; a stack of pipe identified as "lot 681" sold in an auction sale to Mr. Robinson; and stacked pipe described and identified as "lots 402-413, 416, 418, 419, 631, 632, 676, 683, 684, 689, 689, 691, and 692" sold in an auction sale to Mr. Howell. This deed conveyed the 4-7/8" water line with an easement 10 feet in width (Ref. 12, pp. 109).

On January 4, 1967, C.W. Stradley, entered into a Contract to convey the surface rights of a tract of land containing 13 acres, located in the NW¼ of the NW¼ of Section 29, to V.N. Lee and Edd Munholland (Ref. 12, pp. 111). It does not appear that the property was ever transferred as no conveyance document was recorded.

On July 26, 1971, a Journal Entry of Judgment was issued in the District Court in and for Creek County, State of Oklahoma, Case No. C71-110, The First Wichita National Bank vs. C.W. Stradley, d/b/a Stradley Supply Company, *et al.* The court ordered that an Order of Sale be issued to the Sheriff of Creek County for the 110.08-acre tracts of land (Ref. 12, pp. 114).

On September 21, 1971, The First Wichita National Bank was the highest bidder at public auction for the 110.08-acre tracts of land; therefore, Brice C. Coleman, Sheriff of Creek County, conveyed the tracts of land to The First Wichita National Bank through a Sheriff's Deed (Ref. 12, pp. 121).

On February 11, 1974, The First Wichita National Bank conveyed the 110.08-acre tracts of land to Billy Joe Bennett and Peggy L. Bennett via Warranty Deed (Ref. 12, pp. 123).

On October 6, 1975, Billy Joe Bennett and Peggy J. Bennett conveyed the 110.08-acre tracts of land to C.P. Mercer and M. Aline Mercer via Warranty Deed (Ref. 12, pp. 126).

On December 3, 2009, Aline Mercer (widow) conveyed the subject parcel to Shannon S. Mercer and Cheryl D. Mercer as Joint Tenants, with all rights of survivorship (Ref. 12, 135).

On August 30, 2011, the subject parcel was conveyed to Shannon S. Mercer and Preston S. Mercer by Cheryl D. Mercer through a Quit Claim Deed (Ref. 12, p. 136).

On May 9, 2013, Shannon S. Mercer and Preston S. Mercer conveyed the subject parcel to Mary Nealey, the current owner, via Quit Claim Deed (Ref. 12, p. 137).

#### 4.12.2 Leases

On November 15, 1915, the Slick Oil Company entered into a Tanksite Lease with Standard Oil Company. The steel storage tanks were located in part of the N½ of the NW¼ lying south and east of the Right of way of the St. Louis-San Francisco Railway Company, and additional property, all in Section 29. The total crude oil involved amounted to 807,958.73 barrels (Ref. 12, pp. 24).

On the same date, another Tanksite Lease was executed between the Slick Oil Company and Standard Oil Company for the purpose of emptying the storage tanks. The lease included the construction and operation of pipes and pipeage for emptying said tanks. The Slick Oil Company leased 65 acres to the Standard Oil Company for the removal operations of the crude in these tanks, which are located in the N½ of the NW¼ lying south and east of the Right of way of the St. Louis-San Francisco Railway Company, and additional property, all in Section 29 (Ref. 12, pp. 27). At some point these Tanksite Leases were abandoned by Standard Oil Company, giving up the right to these leases (Ref. 12, p. 81).

On May 8, 1926, A. A. Rollestone and Producers Oil Company entered into a Tanksite Lease of a tract of land containing five acres located in the NW¼ of the NW¼ of Section 29. The lease was for use solely as a tanksite for storage of crude oil for five years and as long thereafter (not exceeding 25 years from date) as the tract was used for maintenance of a tank for storage of crude oil (Ref. 12, pp. 34).

On December 28, 1927, A. A. Rollestone and Transcontinental Oil Company entered into a Tanksite Lease for a tanksite located in the NW¼ of the NW¼ of Section 19. This tanksite was known as the No. 2 Tanksite and the lease was for a period of 20 years (Ref. 12, pp. 36).

On August 14, 1930, the Transcontinental Oil Company assigned all its leases in the NW¼ of the NW¼ of Section 29 to the Mid-Kansas Oil and Gas Company (Ref. 12, pp. 40).

On January 29, 1931, the Mid-Kansas Oil and Gas Company assigned all its leases to the NW¼ of the NW¼ of Section 29 to the Illinois Pipe Line Company (Ref. 12, pp. 42).

On September 30, 1935, The Illinois Pipe Line Company assigned its lease of the NW¼ of the NW¼ of Section 29 to the Marathon Oil Company. This lease also included the 55,000-barrel oil storage tank and other fixtures and equipment placed and maintained on said land and the pump, pump station, and all pipe lines (Ref. 12, pp. 44).

Marathon Oil Company, whose name was changed from Mid-Kansas Oil and Gas Company on August 8, 1934, dissolved and discontinued business on July 31, 1936. In consequence of its

dissolution, Marathon Oil Company assigned all its interest in the NW¼ of the NW¼ of Section 29 to The Ohio Oil Company on September 10, 1936. The Ohio Oil Company was the sole stockholder of the Marathon Oil Company at the time of dissolution (Ref. 12, pp. 46).

On September 22, 1936, Producers Oil Company assigned a five-acre Tanksite Lease located in the NW¼ of the NW¼ of Section 29 to H.F. Wilcox Oil and Gas Company (Ref. 12, pp. 35). This lease was to be used solely for the storage of crude oil and had a term of five years and as long thereafter (not exceeding 25 years from date) as said tract is used for maintenance of a tank or tanks for storage of crude oil.

On August 19, 1938, The Ohio Oil Company assigned a lease of a Tanksite located in the NW¼ of the NW¼ of Sections 29-16 to H.F. Wilcox Oil and Gas Company (Ref. 12, pp. 38).

#### **4.12.3 Easements**

On December 27, 1946, Sunray Oil Corporation granted a Right of way to Wilcox Oil Company to lay, maintain operate, re-lay and remove a pipeline or pipe lines for the transportation of oil or oil products through the N½ of the NW¼ of Section 29, except a five-acre tract of land in the SW corner (Ref. 12, pp. 50).

On February 15, 1948 Sunray Oil Corporation granted several rights of way to the Sunray Pipe Line Company and Wilcox Oil Company, at 9/10 and 1/10 interest, respectively, including all rights of way owned by Sunray Oil Corporation in Creek County, and subject to the terms and conditions of a certain letter agreement dated November 6, 1946, between Sunray Oil Corporation and Wilcox Oil Company (Ref. 12, pp. 52).

On December 30, 1953, Sunray Pipe Line Company conveyed its 9/10 interest to all of the pipeline Right of way grants affecting lands situated in Creek County to Oklahoma Mississippi River Products Line, Inc. (Ref. 12, pp. 54).

On January 4, 1954, Wilcox Oil Company conveyed its 1/10 interest to all of the pipeline right of way grants affecting lands situated in Creek County to Oklahoma Mississippi River Products Line, Inc. (Ref. 12, pp. 57).

On February 7, 1967, Sunray DX Oil Company, successor by merger to Oklahoma Mississippi River Products Line, Inc., conveyed to OMR Pipe Line Company all its right, title and interest to property located in Creek County, including the pipeline rights of way (Ref. 12, pp. 67).

On December 18, 1992, Sun Pipe Line Company conveyed all its right, title and interest to all rights of way located in Creek County to Sun Marine Terminals Company (Ref. 12, pp. 72). This

included an assignment to land located in the N½ of the NW¼ of Section 29 from Wilcox Oil Company to Sunray Oil Corporation on February 17, 1947. This assignment was not included in the recorded documents.

On September 23, 2002, Williams Pipe Line Company assigned to Williams Pipe Line Company, LLC, all interest to its assets in the state of Oklahoma. This included an easement over the subject parcel (Ref. 12, pp. 128). This includes an assignment to land located in the N½ of the NW¼ of Section 29 from Wilcox Oil Company to Sunray Oil Corporation on February 17, 1947. Williams Pipe Line Company, LLC, may be a successor in interest to Sun Marine Terminals Company; however, no documentation of the relationship was included with the recorded documents.

#### **4.13 Parcel Number 5999-20-016-009-0-024-08 – Parcel 13**

##### **4.13.1 Ownership**

On March 1, 1901, by an Act of Congress, an agreement was approved, and subsequently ratified by the Creek Nation on May 25, 1901, providing that all lands of the Muskogee (Creek) Tribe of Indians should be allotted among the citizens of said tribe by the U.S. Commission to the Five Civilized Tribes, to give each an equal share of the whole in value. Pursuant to the agreement, the subject property, as it was included in a tract of land containing 117.40 acres, was conveyed to Yarma Harjo, a full-blood citizen of the tribe, through an Allotment Deed (Ref. 13, p. 8).

Between March 1, 1907, and August 9, 1907, Yarma Harjo conveyed 120 acres of land containing the subject parcel to Alfred H. Purdy (a/k/a A.H. Purdy) through four Warranty Deeds (Ref. 13, pp. 9-12). It is not clear why multiple deeds were used to convey the same property.

On September 9, 1933, Minnie M. Purdy, C.H. Purdy, D.L. Purdy, and Olive Purdy (now Colaw), the sole heirs of A.H. Purdy, conveyed the property containing the subject parcel, less 2.60 acres for the right of way of the St. Louis-San Francisco Railway Company, to Yarma Harjo through a Quit Claim Deed (Ref. 13, p. 31).

Via a Warranty Deed dated August 16, 1951, Patsy Harjo, Taylor Harjo and Bessie Harjo, Barney Harjo and Grace Harjo, Winey Harjo, Wilson Harjo, Wesley and Mildred Harjo, Vera Robison, Kenneth Harjo, Paul Harjo and Joyleen Harjo, Effie Harjo, and W. B. Robison conveyed a parcel of land located in the SW¼ of the SW¼, and additional lands, in Section 20, Township 16 North, Range 9 East, in Creek County, Oklahoma, to the Oklahoma Turnpike Authority (Ref. 13, pp. 33-

34). This was followed by a Public Highway Dedication Deed between the same parties, also executed on August 16, 1951, which stated that this property was for the purpose of establishing a public highway or facilities (Ref. 13, pp. 35-36).

On February 2, 1953, Winey Harjo, Wesley Harjo, Wilson Harjo, Paul Harjo, Taylor Harjo, Barney Harjo, Kenneth Harjo, Vera Robison (nee Harjo) and Patsy Harjo filed a Petition for Determination of Heirs in the County Court of Creek County, Case No. 6548, against the heirs, executors, administrators, trustees, devisees, successors and assigns, claimants and creditors of Yarma Harjo, deceased. The petition was to determine the heirs of Yarma Harjo and confirm the interest inherited by each claimant at the time of Yarma Harjo's death as follows: Winey Harjo, a one-third interest, and the remaining heirs a one-twelfth interest each (Ref. 13, pp. 37-40). On March 30, 1953, a Journal Entry of Judgment was issued by the court granting the claimants' petition and dividing the interest in the estate of Yarma Harjo as requested (Ref. 13, pp. 56-58).

On May 28, 1957, Winey Harjo, Barney Harjo, Patsy Harjo, Wesley Harjo, Vera Mason, and Paul Harjo filed a Petition for Approval of Partition Deeds in the Matter of the Estate of Yarma Harjo, Case No. 1715, in the County Court of Creek County (Ref. 13, pp. 87-88). Among other items, the Petition stated that Paul Harjo desired to acquire the full surface rights of approximately 7.5 acres of the land and to convey his one-twelfth interest in the surface rights of the remaining 97.02 acres of property to the remaining heirs (Ref. 13, p. 87).

An Order Approving Deeds was issued by the court on June 11, 1957, in which the court approved a deed dated May 18, 1957, conveying the 7.5 acres to Paul Harjo (Ref. 13, pp. 97-98). This Deed of Conveyance was executed on May 18, 1957 (60-61).

On May 5, 1958, Paul Harjo and Joylee Harjo executed a Public Highway Dedication Deed conveying a strip, piece or parcel of land lying in part of the SW $\frac{1}{4}$  of the SW $\frac{1}{4}$  of Section 20, Township 16 North, Range 9 East, in Creek County, Oklahoma to the State of Oklahoma for the purpose of "establishing a public highway or facilities" (Ref. 13, p. 62).

On November 23, 1959, in the Matter of the Estate of Yarma Harjo, Case No. 1715 in the County Court of Creek County, Kenneth Harjo filed a Petition for the Approval of Deed of Restricted Indian Heir, to convey his interest in 84.59 acres to Wilson Harjo (Ref. 13, pp. 63-64). On the same date Kenneth Harjo executed a General Warranty Deed for his interest in the property to Wilson Harjo (Ref. 13, p. 75). On December 15, 1959, the court issued an Order Approving Deed (Ref. 13, pp. 73-74). This conveyance did not include the subject property, which had already been conveyed to Paul Harjo in 1957 (Ref. 13, pp. 60-61).

On March 26, 1963, Paul Harjo filed a Petition for Sale of Land of Full-Blood Creek Indian Heir in the County Court of Creek County, in the Matter of the Estate of Yarma Harjo, Case No. 1833

(Ref. 13, pp. 99-101). The court issued an Order Approving Warranty Deed of Full-Blood Heir on April 12, 1963. This Order approved a Warranty Deed dated April 12, 1963, in which Paul Harjo, and his wife, Joyleen Harjo, conveyed the surface rights of the 7.5-acre property to Wendell O. List and Mignon S. List (Ref. 13, pp. 113-115). This Warranty Deed was executed on April 12, 1963 (Ref. 13, p. 116).

Paul Harjo originally sought to have the court approve a Warranty Deed dated March 25, 1963, which conveyed the property to T.P. McAdams and T.P. McAdams, Jr. (Ref. 13, p. 102). It is unclear why the court approved the deed to Wendell O. List and Mignon S. List, instead of this deed. The court's April 12, 1963, order approving the deed stated that the property was offered for sale, in open Court, to the highest bidder for cash and that Wendell O. List and Mignon S. List submitted the highest and best bid (Ref. 13, p. 114).

On December 28, 1987, the District Court within and for Creek County, State of Oklahoma, issued an Order Allowing Final Account, Distribution and Discharge in the Matter of the Estate of Wendell O. List, a/k/a Wendell Oliver List, deceased. The court found that the surface rights to the 7.5-acre property were owned by the deceased and his wife, Mignon S. List, in joint tenancy, and that Mignon S. List, as the surviving joint tenant, was the sole owner of the property upon the death of Wendell O. List (Ref. 13, pp. 139-147).

On February 18, 1994, Mignon S. List conveyed the surface rights to the 7.5-acre property to Mignon S. List, Trustee of the Mignon S. List Revocable Trust Dated February 18, 1994 (Ref. 13, pp. 173-175). On April 7, 1994, Mignon S. List executed a Quit Claim Deed conveying the subject parcel to Raymond E. Yoder and Carolyn J. Yoder (Ref. 13, pp. 181-182). A Corrective Quit Claim Deed was then executed on May 2, 1994, which corrected the name of the grantor to Mignon S. List, Trustee of the Mignon S. List Revocable Trust Dated February 18, 1994 (Ref. 13, pp. 183-184).

Via a Warranty Deed executed on December 7, 2010, Raymond E. Yoder and Carolyn J. Yoder conveyed the surface rights to the subject parcel to the Steven James Bell and Julie Lyn Bell Living Trust (Ref. 13, pp. 188-189).

#### **4.13.2 Leases**

On April 17, 1916, Yarma Harjo and the Continental Refining Company entered into a Tank Farm Lease for one-acre of land in the SW¼ of the SW¼ of Section 20, Township 16 North and Range 9 East, to erect tanks for the storage of oil and to lay pipe lines and to erect a crude oil refinery (Ref. 13, pp. 16-17).



On July 5, 1916, Yarma Harjo and the Continental Refining Company entered into a Lease for three acres of land adjoining the four acres of land previously leased to the Continental Refining Company located in the SW¼ of the SW¼ of Section 20, Township 16 North, Range 9 East, for the storage of oil and to lay pipe lines and to erect a crude oil refinery (Ref. 13, pp. 18-19).

Yarma Harjo and the Continental Refining Company entered into a 20-year Tank Site Lease on January 3, 1917, for 23.6 acres in the Southwest corner of Section 20, Township 16 North, Range 9 East, for the purpose of constructing, erecting and maintaining storage tanks for the storage of crude oil and refined products of crude oil (Ref. 13, pp. 20-23).

On November 2, 1925, Lorraine Refining Company assigned the Tank Site Lease to Interocean Oil Company. According to the Assignment of Tank Site Lease, Lorraine Refining Company was itself assigned this lease by the Continental Refining Company in a prior assignment; however, that document is not available and the date is unknown (Ref. 13, pp. 24-25).

On March 8, 1937, Producers Oil Company executed a Release of Tank Site Lease, in which it released, relinquished and surrendered to Yarma Harjo, his heirs, assigns and legal representatives, all rights, title and interest in and to the Tank Site Lease dated January 3, 1917 (Ref. 13, p.26). No document was included indicating how Producers Oil Company was assigned this lease.

#### **4.13.3 Easements**

On August 19, 1922, Yarma Harjo and his wife Winey Harjo granted a Right of Way to the Transcontinental Oil Company for a 30-foot wide strip of ground across the NW¼ of the SW¼ of Section 20, Township 16 North, Range 9 East, for the construction and maintenance of a wagon road (Ref. 13, p. 27). This Right of Way does not appear to affect the subject parcel.

Yarma and Winey Harjo granted a Right of Way to J. Garfield Buell on August 14, 1923, to lay, maintain, operate, relay and remove a pipe line 320 rods long for the transportation of natural gas across the W½ of the W½ of Section 20, Township 16 North, Range 9 East, in Creek County, Oklahoma (Ref. 13, p. 28).

On March 18, 1952, Winey Harjo, Vera Robison, Paul Harjo, Kenneth Harjo, Wilson Harjo, Wesley Harjo, Barney Harjo, Patsy Harjo and Taylor Harjo granted a Right of Way to the Oklahoma Natural Gas Company for the right to lay, maintain, operate, relay and remove a pipeline for the transportation of gas across the SW¼ of the SW¼ of Section 20, Township 16 North and Range 9 East, and additional lands (Ref. 13, p. 32).

On August 8, 1968, Wendell O. List and Mignon S. List granted a Right of Way to OMR Pipe Line Company to locate, construct, lay, install, operate, inspect, maintain, repair, change the size of, replace and remove a pipe line or pipe lines for the transportation of oil, petroleum products, gas or water (Ref. 13, pp. 117-118).

On December 18, 1992, the Sun Pipe Line Company executed an Assignment and Assumption of Rights of Way assigning its rights to property in the SW¼ of the SW¼ of Section 20, Township 16 North, Range 9 East, to the Sun Marine Terminals Company (Ref. 13, p. 154). The original Right of Way was granted to OMR Pipeline Company by Wendell O. List and Mignon S. List on August 8, 1968. No record of assignment from OMR Pipe Line Company to Sun Pipe Line Company was provided.

On March 16, 1994, Mignon S. List executed a Right of Way Grant to the Mid-Continent Pipe Line Company, conveying an easement and right of way to locate, lay, install, operate, inspect, alert, maintain, repair, change the size of, replace and remove a pipeline for the transportation of oil, petroleum products, and water (Ref. 13, pp. 176-177).

#### **4.14 Parcel Number 5999-20-016-009-0-024-09 – Parcel 14**

##### **4.14.1 Ownership**

On March 1, 1901, by an Act of Congress, an agreement was approved, and subsequently ratified by the Creek Nation on May 25, 1901, providing that all lands of the Muskogee (Creek) Tribe of Indians should be allotted among the citizens of said tribe by the U.S. Commission to the Five Civilized Tribes, to give each an equal share of the whole in value. Pursuant to the agreement, the subject property, as it was included in a tract of land containing 117.40 acres, was conveyed to Yarma Harjo, a full-blood citizen of the tribe, through an Allotment Deed (Ref. 14, p. 8).

Between March 1, 1907, and August 9, 1907, Yarma Harjo conveyed 120 acres of land containing the subject parcel to Alfred H. Purdy (a/k/a A.H. Purdy) through four Warranty Deeds (Ref. 14, pp. 9-12). It is not clear why multiple deeds were used to convey the same property.

On September 9, 1933, Minnie M. Purdy, C.H. Purdy, D.L. Purdy, and Olive Purdy (now Colaw), the sole heirs of A.H. Purdy, conveyed the property containing the subject parcel, less 2.60 acres for the right of way of the St. Louis-San Francisco Railway Company, to Yarma Harjo through a Quit Claim Deed (Ref. 14, p. 26).

On February 2, 1953, Winey Harjo, Wesley Harjo, Wilson Harjo, Paul Harjo, Taylor Harjo, Barney Harjo, Kenneth Harjo, Vera Robison (nee Harjo) and Patsy Harjo filed a Petition for Determination of Heirs in the County Court of Creek County, Case No. 6548, against the heirs, executors, administrators, trustees, devisees, successors and assigns, claimants and creditors of Yarma Harjo, . The petition was to determine the heirs of Yarma Harjo and confirm the interest inherited by each claimant at the time of his death as follows: Winey Harjo, a one-third interest, and the remaining heirs a one-twelfth interest each (Ref. 14, pp. 28-31). On March 30, 1953, a Journal Entry of Judgment was issued by the court granting the claimants' petition and dividing the interest in the estate of Yarma Harjo as requested (Ref. 14, pp. 47-50).

On May 28, 1957, Winey Harjo, Barney Harjo, Patsy Harjo, Wesley Harjo, Vera Mason, and Paul Harjo filed a Petition for Approval of Partition Deeds in the Matter of the Estate of Yarma Harjo, Case No. 1715 in the County Court of Creek County (Ref. 14, pp. 64-67). Among other items, the Petition stated that Paul Harjo desired to acquire the full surface rights of approximately 7.5 acres of the land and to convey his one-twelfth interest in the surface rights of the remaining 97.02 acres of property to the remaining heirs (Ref. 14, p. 64).

An Order Approving Deeds was issued by the court on June 11, 1957, approving a deed dated May 18, 1957 conveying the 7.5 acres to Paul Harjo (Ref. 14, pp. 74-75). This Deed of Conveyance was executed on May 18, 1957 (Ref. 14, pp. 76-77).

On May 5, 1958, Paul Harjo and Joylee Harjo executed a Public Highway Dedication Deed conveying a strip, piece or parcel of land lying in part of the SW¼ of the SW¼ of the SW¼ of Section 20, Township 16 North, Range 9 East, in Creek County, Oklahoma, to the State of Oklahoma for the "purpose of establishing thereon a public highway or facilities" (Ref. 14, p. 80).

On November 23, 1959, in the Matter of the Estate of Yarma Harjo, Case No. 1715, in the County Court of Creek County, Kenneth Harjo filed a Petition for the Approval of Deed of Restricted Indian Heir, to convey his interest in 84.59 acres to Wilson Harjo (Ref. 14, pp. 52-54). On the same date Kenneth Harjo executed a General Warranty Deed for his interest in the property to Wilson Harjo (Ref. 14, p. 81). On December 15, 1959, the court issued an Order Approving Deed (Ref. 14, pp. 62-63). This interest was not in the subject property, which had already been conveyed to Paul Harjo in 1957 (Ref. 14, pp. 76-77).

On April 12, 1963, the County Court of Creek County, in the Matter of the Estate of Yarma Harjo, Case No. 1833, issued an Order Approving Warranty Deed of Full-Blood Heir (Ref. 14, pp. 85-87). This Order approved a Warranty Deed dated April 12, 1963, in which Paul Harjo, joined by his wife Joyleen Harjo, conveyed the surface rights to the property to Wendell O. List and

Mignon S. List (Ref. 14, pp. 85-87). This Warranty Deed was executed on April 12, 1963 (Ref. 14, p. 84).

On December 28, 1987, the District Court within and for Creek County, State of Oklahoma, issued an Order Allowing Final Account, Distribution and Discharge in the Matter of the Estate of Wendell O. List, a/k/a Wendell Oliver List, deceased. The court found that the surface rights to the property were owned by the deceased and his wife, Mignon S. List, in joint tenancy, and that Mignon S. List, as the surviving joint tenant, was the sole owner of the property upon the death of Wendell O. List (Ref. 14, pp. 106-111).

On November 2, 1993, Mignon S. List executed a Quit Claim Deed conveying the property to Bristow First Assembly of God (Ref. 14, pp. 115-117). Then, on January 14, 2002, First Assembly of God, Inc., formerly known as Bristow First Assembly of God, executed a Quit Claim Deed conveying the property to First Assembly of God, Inc. (Ref. 14, pp. 118-120).

#### **4.14.2 Leases**

On July 5, 1916, Yarma Harjo and the Continental Refining Company entered into a Lease for three acres of land adjoining the four acres of land previously leased to the Continental Refining Company located in the SW¼ of the SW¼ of Section 20, Township 16 North and Range 9 East, for the “storage of oil and laying pipe lines which may in any way be necessary, also to erect thereon all or part of a crude oil refinery or any other lawful purpose” (Ref. 14, pp. 14-15).

Yarma Harjo and the Continental Refining Company entered into a Tank Site Lease on January 3, 1917, that granted to the Continental Refining Company a 20-year lease for 23.6 acres in the southwest corner of Section 20, Township 16 North, Range 9 East, for the purpose of “constructing, erecting and maintaining thereon storage tanks for the storage of crude oil and of the refined products of crude oil and of constructing, maintaining, owning and operating thereon such equipment and facilities as may be required for the handling of said crude oil and the refined products of crude oil, together with such collateral lines of pipes and pipage as may be necessary for the reasonable and convenient use of said tanks or equipment” (Ref. 14, pp. 16-19).

On November 2, 1925, Lorraine Refining Company assigned the Tank Site Lease to Interocean Oil Company. According to the Assignment of Tank Site Lease, Lorraine Refining Company was assigned this lease by the Continental Refining Company previously; however, that document was not available and its date is unknown (Ref. 14, pp. 20-21).

On March 8, 1937, the Producers Oil Company executed a Release of Tank Site Lease in which it released, relinquished and surrendered to Yarma Harjo, his heirs, assigns and legal representatives, all rights, title and interest in and to the Tank Site Lease dated January 3, 1917 (Ref. 14, p.24). No document could be located indicating how Producers Oil Company was assigned this lease.

#### **4.14.3 Easements**

Yarma and Winey Harjo entered into a Right of Way Agreement with J. Garfield Buell on August 14, 1923, for the right to lay, maintain, operate, re-lay and remove a pipe line 320 rods long for the transportation of natural gas across the W½ of the W½ of Section 20, Township 16 North, Range 9 East, (Ref. 14, p. 22).

On March 18, 1952, Winey Harjo, Vera Robison, Paul Harjo, Kenneth Harjo, Wilson Harjo, Wesley Harjo, Barney Harjo, Patsy Harjo and Taylor Harjo entered into a Right of Way Agreement with the Oklahoma Natural Gas Company for the right to lay, maintain, operate, re-lay and remove a pipeline for the transportation of gas across the W½ of the NW¼ of the SW¼ less the N½ of the N½ of the NW¼ of the NW¼ of the SW¼ of Section 20, Township 16 North, Range 9 East, and the SW¼ SW¼ of Section 20, Township 16 North and Range 9 East, (Ref. 14, p. 27).

On August 8, 1968, Wendell O. List and Mignon S. List executed a Right of Way Grant, conveying to OMR Pipe Line Company the “right to locate, construct, lay, install, operate, inspect, maintain, repair, change the size of, replace and remove, in whole or in part, a pipe line or pipe lines for the transportation of oil, petroleum products, gas or water, or either, together with valves, fittings, pumps, and similar appurtenances as may be necessary to the operation of said lines, with the right to install and bury under the surface of the ground...metallic anodes and other devices for the control of pipe line corrosion, over, through and upon the property” (Ref. 14, pp. 88-89).

On December 18, 1992, the Sun Pipe Line Company executed an Assignment and Assumption of Rights of Way conveying its interest in multiple rights of way to the Sun Marine Terminals Company (Ref. 14, pp. 112-114). These rights of way were listed in an attachment to the assignment, and were granted to the Sunray Oil Corporation in 1947, and to the OMR Pipe Line Company in 1968 and 1969 (Ref. 14, p. 114). The list included the Right of Way Grant from Wendell O. List and Mignon S. List dated September 13, 1968 (Ref. 14, pp. 88-89).

On September 23, 2002, the Williams Pipe Line Company executed an Assignment and Conveyance to Williams Pipe Line Company, LLC of its interest in multiple rights of way,

including the Right of Way Grant from Wendell O. List and Mignon S. List recorded September 13, 1968 (Ref. 14, pp. 88-89, 126-128). Attached to the Assignment and Assumption were multiple corporate documents showing that Williams Pipe Line Company, a Delaware corporation, was converted to a Delaware limited liability company and changed its name to Williams Pipe Line Company, LLC, on December 27, 2000 (Ref. 14, pp. 129-132).

Documentation was not located to explain how the Williams Pipe Line entities or the Sun Pipe Line Company acquired the interest of OMR Pipe Line Company in these rights of way.

#### **4.15 Parcel Number 5999-20-016-009-0-024-16 – Parcel 15**

##### **4.15.1 Ownership**

On March 1, 1901, by an Act of Congress, an agreement was approved, and subsequently ratified by the Creek Nation on May 25, 1901, providing that all lands of the Muskogee (Creek) Tribe of Indians should be allotted among the citizens of said tribe by the U.S. Commission to the Five Civilized Tribes, to give each an equal share of the whole in value. Pursuant to the agreement, the subject property, as it was included in a tract of land containing 117.40 acres, was conveyed to Yarma Harjo, a full-blood citizen of the tribe, through an Allotment Deed (Ref. 15, p. 8).

Between March 1, 1907 and August 9, 1907, Yarma Harjo conveyed 120 acres of land containing the subject parcel to Alfred H. Purdy (a/k/a A.H. Purdy) through four Warranty Deeds (Ref. 15, pp. 9-13). It is not clear why multiple deeds were used to convey the same property.

On November 17, 1923, M.C. Bre Dahl conveyed his interest in the W½ of the W½ of Section 20, Township 16 North, Range 9 East, to Hiram C. Wilson through a Quit Claim Deed (Ref. 15, p. 16). It was not confirmed that M.C. Bre Dahl's interest included the subject parcel, which was owned by Alfred H. Purdy at the time.

On May 6, 1930, the U.S. Department of the Interior issued Certificate 678 Designating Lands Exempt from Taxation for the lands of Yarma Harjo (Ref. 15, p. 20).

On September 9, 1933, Minnie M. Purdy, C.H. Purdy, D.L. Purdy, and Olive Purdy (now Colaw), the sole heirs of A.H. Purdy (deceased), conveyed property containing the subject parcel, less 2.60 acres for the right of way of the St. Louis-San Francisco Railway Company, to Yarma Harjo through a Quit Claim Deed (Ref. 15, p. 23).

On August 16, 1951, Patsy Harjo, Taylor Harjo and Bessie Harjo, Winey Harjo, Wilson Harjo, Wesley Harjo and Mildred Harjo, Vera Robison, Kenneth Harjo, Paul Harjo and Joyleen Harjo, Effie Harjo and W.B. Robison conveyed part of the W½ of the NW¼ of the SW¼, less the N½ of the N½ of the NW¼, and the SW¼ of the SW¼ of Section 20, Township 16 North, Range 9 East, to the Oklahoma Turnpike Authority through a Warranty Deed (Ref. 15, pp. 25-26). On the same date, Patsy Harjo, Taylor Harjo and Bessie Harjo, Barney Harjo and Grace Harjo, Winey Harjo, Wilson Harjo, Wesley Harjo and Mildred Harjo, Vera Robison, Kenneth Harjo, Paul Harjo and Joyleen Harjo, Effie Harjo and W.B. Robison conveyed property containing 1.15 acres to the State of Oklahoma through a Dedication Deed for Public Highway (Ref. 15, pp. 27-28).

On February 2, 1953, Winey Harjo, Wesley Harjo, Wilson Harjo, Paul Harjo, Taylor Harjo, Barney Harjo, Kenneth Harjo, Vera Robison (nee Harjo) and Patsy Harjo submitted a Petition for Determination of Heirs to the County Court of Creek County, Case No. 6548, against the heirs, executors, administrators, trustees, devisees, successors and assigns, claimants and creditors of Yarma Harjo, deceased. The petition was to confirm the heirs of Yarma Harjo and the interest inherited by each claimant at the time of his death, which was as follows: Winey Harjo, a one-third interest, and the remaining heirs a one-twelfth interest each (Ref. 15, pp. 29-45). On March 30, 1953, a Journal Entry of Judgment was issued by the court granting the claimants' petition and dividing the interest of the estate of Yarma Harjo as requested (Ref. 15, pp. 48-51). On May 16, 1953, a Supplemental Decree was issued stating that the property was inherited by Fullblood Creek Indians (Ref. 15, pp. 46-47).

On June 23, 1952, Taylor Harjo and his wife Bessie Harjo conveyed their one-twelfth interest in the 160 acres, less the portion sold to Marathon Oil Company, Roy Dunaway, and/or the Oklahoma Turnpike Authority, the remaining total being approximately 86 acres, to Winey Harjo through a Quit Claim Deed (Ref. 15, p. 52).

On May 18, 1957, Paul Harjo and Joyleen Harjo, husband and wife, conveyed their interest in the property, less 7.5 acres they retained, to Winey Harjo, Barney Harjo, Patsy Harjo, Kenneth Harjo, Wesley Harjo, and Vera Mason (nee Harjo) (Ref. 15, pp. 53-54).

On November 23, 1959, in the Matter of the Estate of Yarma Harjo, Case No. 1715 in the County Court of Creek County, Kenneth Harjo filed a Petition for the Approval of Deed of Restricted Indian Heir, to convey his interest in 84.59 acres to Wilson Harjo. On the same date Kenneth Harjo executed a General Warranty Deed for his interest in the property to Wilson Harjo (Ref. 15, pp. 55-64, 67). On December 15, 1959, the court issued an Order Approving Deed (Ref. 15, pp. 65-66).

On December 7, 1961, a Journal Entry of Judgment was issued by the Superior Court of Creek County at Bristow, Case No. 5753, correcting the legal description in the deed dated June 23, 1952, conveying property from Taylor Harjo to Winey Harjo (Ref. 15, p. 68).

On July 5, 1962, Winey Harjo conveyed a one-twelfth interest in the 97.02 acres of land to Wilson Harjo and Effie Harjo, husband and wife, through a General Warranty Deed. The conveyance was subject to the homestead rights of Winey Harjo (Ref. 15, p. 69).

On April 14, 1970, an Order and Decree was issued by the District Court of Creek County, Bristow Division, in the Matter of the Judicial Determination of the Death of Effie Mae Harjo, Case No. P70-20, identifying Wilson Harjo as the survivor in interest of Effie Mae Harjo (Ref. 15, pp. 77-79).

On October 24, 1983, Winey Harjo conveyed to Anna Faye Harjo an undivided 35/132<sup>nd</sup> interest in three tracts of land in the W½ of the W½ of Section 20, Township 16 North, Range 9 East, containing: 1) 36.14 acres; 2) 24.1 acres; and 3) 4.51 acres, respectively (Ref. 15, pp. 85-86).

On October 27, 1983, Winey Harjo, Wesley Harjo, Vera Mason and Patsy J. Presson conveyed 16.45 acres of land located in the SW¼ of the SW¼ of Section 20, Township 16 North, Range 9 East, to Anna Faye Harjo through a Partition Deed (Ref. 15, p. 94). On the same date, Wesley Harjo, Vera Mason, Patsy J. Presson, and Anna Fay Harjo, individually and as the representative of the estate of Wilson Harjo, conveyed to Winey Harjo three tracts of land in the W½ of the W½ of Section 20, Township 16 North, Range 9 East, containing: 1) 24.1 acres; 2) 1.65 acres; and 3) 4.51 acres, respectively, through a Partition Deed (Ref. 15, pp. 95-96).

On November 8, 1993, Anna Faye Harjo conveyed 16.45 acres of land to T.P. McAdams, Jr., through a Warranty Deed (Ref. 15, p. 100).

On December 12, 1983, in the District Court of Creek County, Bristow Division, in the Matter of the Estate of Wilson Harjo, Case No. P-83-6, the court entered an Order Allowing and Settling Final Account of Personal Representative, Determination of Heirship, and Final Decree of Distribution and Discharge. The Order determined that Anna Faye Harjo and Winey Harjo were the sole heirs of Wilson Harjo, who owned an undivided 35/132<sup>nd</sup> interest in the three tracts of real property conveyed by Winey Harjo to Anna Faye Harjo on October 24, 1983 (Ref. 15, pp. 101-107).

On February 16, 1984, an Order Approving Warranty Deed of Full-Blood Heir was entered by the court in the Matter of the Estate of Yarma Harjo, Case No. FB-83-36, which approved the sale of two tracts of land in the SW¼ of the SW¼ of Section 20, Township 16 North, Range 9 East, containing 4.51 acres and 1.65 acres, respectively, from Winey Harjo to T.P. McAdams, Jr.



(Ref. 15, pp. 97-99). The Warranty Deed, dated October 31, 1983, conveying the property to T.J. McAdams, was filed with the Creek County Recorder on December 15, 1994 (Ref. 15, p 108).

On February 2, 1994, Dorothy C. McAdams, Representative of the estate of T.P. McAdams, Jr., conveyed two tracts of land in the SW¼ of the SW¼ of Section 20, Township 16 North, Range 9 East, containing 4.51 acres and 1.65 acres, respectively, to Falcon Oil Properties through a Personal Representative Deed (Ref. 15, pp. 115-117).

On June 26, 2000, the District Court of Creek County, Oklahoma issued an Order Approving Final Account of Personal Representative, Order Determining Heirship, and Final Decree of Distribution and Discharge in the Matter of the Estate of Patsy Jean Presson, Case No. P-99-36-B, which distributed the estate to Wynette Satoe, daughter of Patsy Jean Presson (Ref. 15, pp. 124-129).

On June 11, 2002, in the Matter of the Estate of Barney Harjo, Case No. P-82-8 in the District Court of Creek County, Bristow Division, an Order Allowing Final Account, Determining Heirship and Final Decree of Distribution and Discharge was entered by the court identifying Winey Harjo as the heir of Barney Harjo and granting an undivided 13/144<sup>th</sup> interest in the surface rights of six acres of land (Ref. 15, pp. 80-84).

On June 7, 2004, Falcon Oil Properties conveyed the surface rights of the subject parcel to Bristow Church of the Nazarene through a General Warranty Deed, while reserving all mineral rights underlying the property. The Warranty Deed was re-recorded on July 15, 2004, to correct the legal description of the property (Ref. 15, pp. 130-131, 132-133).

On September 9, 2004, the Journal Entry of Judgment in the Matter of Winey Harjo, *et al*, vs. the heirs, *et al*, of Yarma Harjo, issued on March 30, 1953, was recorded with the Creek County Recorder (Ref. 15, pp. 134-137).

#### **4.15.2 Leases**

On November 15, 1963, an Order Approving Business Lease was issued by the County Court of Creek County, in the Matter of the Estate of Yarma Harjo, Case No. 1848, approving a Business Lease dated September 9, 1963, from Winey Harjo, Wesley Harjo, Wilson Harjo, Barney Harjo, Vera Mason, and Patsy Harjo to McAdams Pipe & Supply Company. The Business Lease had a ten-year term for commercial purposes on part of the SW¼ of the SW¼ of Section 20, Township 16 North, Range 9 East, and part of the NW¼ of the SW¼ of Section 20, Township 16 North, Range 9 East, (Ref. 15, pp. 71, 72-74, 75-76).

#### **4.15.3 Easements**

On August 19, 1922, Yarma Harjo and his wife Winey Harjo entered into a Right of Way Grant with Transcontinental Oil Company for a strip of ground 30 feet wide from the North end of a 40-acre tract located in the NW¼ of the SW¼ of Section 20, Township 16 North, Range 9 East, to lay, maintain, operate and remove a pipe line 320 rods long for the transportation of natural gas (Ref. 15, p. 14).

On August 14, 1923, Yarma Harjo and Winey Harjo, his wife, entered into a Right of Way Agreement with J. Garfield Bluell to lay, maintain, operate and remove a pipe line 320 rods long for the purpose of transportation of natural gas on the W½ of the SW¼ and the SW¼ of the NW¼ of Section 20, Township 16 North, Range 9 East, (Ref. 15, p. 15).

On September 22, 1925, Yarma Harjo issued a Right of Way Grant to Bristow Gasoline & Supply Company to lay maintain, operate and remove a pipe line for the purpose of transportation of natural gas, and to erect, maintain, and operate a telegraph or telephone line in the NW¼ of the SW¼ of Section 20, Township 16 North, Range 9 East, (Ref. 15, p. 17). On January 31, 1926, Bristow Gasoline & Supply Company assigned its interest in the Right of Way to Transcontinental Oil Company (Ref. 15, p. 18).

On July 15, 1927, Yarma Harjo and his wife Winey Harjo conveyed a Right of Way to Transcontinental Oil Company for a strip of ground 30 feet wide from the North end of a 40-acre tract located in the NW¼ of the SW¼ of Section 20, Township 16 North, Range 9 East, (Ref. 15, p. 19). The purpose of the right of way was not stated. On August 14, 1930, Transcontinental Oil Company assigned its interest in the Right of Way to Mid-Kansas Oil and Gas Company (Ref. 15, p. 21). Mid-Kansas Oil and Gas Company assigned its interest in the Right of Way to the Illinois Pipe Line Company on January 29, 1931 (Ref. 15, p. 22).

On March 18, 1952, Winey Harjo, Vera Robinson, Paul Harjo, Kenneth Harjo, Wilson Harjo, Wesley Harjo, Barney Harjo, Patsy Harjo and Taylor Harjo entered into a Right of Way Agreement with Oklahoma Natural Gas Company to lay, maintain, operate, re-lay and remove a pipe line for the transportation of gas, with the right of ingress and egress on the W½ of the NW¼ of the Southeast quarter, less the N½ of the N½ of the NW¼ of the NW¼ of the SW¼ of Section 20, Township 16 North, Range 9 East, and the SW¼ of the SW¼ of Section 20, Township 16 North, Range 9 East, (Ref. 15, p. 24).

On March 25, 1992, the Oklahoma Turnpike Authority issued an Affidavit of Equitable Interest to Sprint Communications Company, L.P., successor-in-interest to US Telecom, Inc., granting Sprint Communications Company, L.P. the right to construct, operate, and maintain a fiber optic

communications system on part of a strip of land 38.53 miles long and approximately ten-feet wide near Turner MP 197 in Section 20, Township 16 North, Range 9 East, (Ref. 15, pp. 109-114).

On March 18, 1994, Falcon Oil Properties entered into a Right of Way Grant with Mid-Continent Pipe Line Company for a tract of land located in the SW¼ of the SW¼ of Section 20, Township 16 North, Range 9 East, to install and maintain a pipe line for the transportation of oil, petroleum products, water, or other fluids (Ref. 15, pp. 118-119). On December 20, 1994, Mid-Continent Pipe Line Company assigned its interest in the right of way to Williams Pipe Line Company (Ref. 15, p. 121-123).

#### **4.16 Parcel Number 5999-20-016-009-0-024-19 – Parcel 16**

##### **4.16.1 Ownership**

On March 1, 1901, by an Act of Congress, an Agreement was approved, and subsequently ratified by the Creek Nation on May 25, 1901, providing that all lands of the Muskogee (Creek) Tribe of Indians be allotted among the citizens of the tribe by the U.S. Commission to the Five Civilized Tribes, to give each an equal share of the whole in value. Pursuant to the agreement, the subject property, as it was included in a tract of land containing 117.40 acres, was conveyed to Yarma Harjo, a full-blood citizen of the tribe, through an Allotment Deed (Ref. 16, p. 8).

Between March 1, 1907 and August 9, 1907, Yarma Harjo conveyed 120 acres of land containing the subject parcel to Alfred H. Purdy (a/k/a A.H. Purdy) through four Warranty Deeds (Ref. 16, pp. 9-13). It is not clear why multiple deeds were used to convey the same property.

On November 17, 1923, M.C. Bre Dahl conveyed his interest in the W½ of the W½ of Section 20, Township 16 North, Range 9 East, to Hiram C. Wilson through a Quit Claim Deed (Ref. 16, p. 26). It was not confirmed that M.C. Bre Dahl's interest included the subject parcel, which was owned by Alfred H. Purdy at the time.

On May 6, 1930, the US Department of the Interior issued Certificate 678 Designating Lands Exempt from Taxation for the lands of Yarma Harjo (Ref. 16, p. 30).

On September 9, 1933, Minnie M. Purdy, C.H. Purdy, D.L. Purdy, and Olive Purdy (now Colaw), the sole heirs of A.H. Purdy (deceased), conveyed property containing the subject parcel, less 2.60 acres for the right of way of the St. Louis-San Francisco Railway Company, to Yarma Harjo through a Quit Claim Deed (Ref. 16, p. 31).

On February 2, 1953, Winey Harjo, Wesley Harjo, Wilson Harjo, Paul Harjo, Taylor Harjo, Barney Harjo, Kenneth Harjo, Vera Robison (nee Harjo) and Patsy Harjo submitted a Petition for Determination of Heirs to the County Court of Creek County, Case No. 6548, against the heirs, executors, administrators, trustees, devisees, successors and assigns, claimants and creditors of Yarma Harjo, deceased. The petition was to determine the heirs of Yarma Harjo and confirm the interest inherited by each claimant at the time of his death, which were as follows: Winey Harjo, a one-third interest, and the remaining heirs a one-twelfth interest each. On March 30, 1953, a Journal Entry of Judgment was issued by the court granting the claimants' petition and dividing the interest of the estate of Yarma Harjo as requested (Ref. 16, pp. 42-44). On the same date, an Order Exempting Estate from Payment of Estate and Inheritance Taxes was entered by the Court (Ref. 16, pp. 38-39). On May 16, 1953, a Supplemental Decree was issued stating that the property was inherited by Fullblood Creek Indians (Ref. 16, pp. 40-41).

On June 23, 1952, Taylor Harjo and his wife Bessie Harjo conveyed their one-twelfth interest to the 160 acres, less the portion sold to Marathon Oil Company, Roy Dunaway, or the Oklahoma Turnpike Authority, the remaining total being approximately 86 acres, to Winey Harjo through a Quit Claim Deed (Ref. 16, p. 45).

On May 18, 1957, Paul Harjo and Joyleen Harjo, husband and wife, conveyed their interest in the property, less the 7.5 acres they retained, to Winey Harjo, Barney Harjo, Patsy Harjo, Kenneth Harjo, Wesley Harjo, and Vera Mason (nee Harjo) (Ref. 16, pp. 46-47).

On November 23, 1959, in the Matter of the Estate of Yarma Harjo, Case No. 1715 in the County Court of Creek County, Kenneth Harjo filed a Petition for the Approval of Deed of Restricted Indian Heir, to convey his interest in 84.59 acres to Wilson Harjo. On the same date Kenneth Harjo executed a General Warranty Deed for his interest in the property to Wilson Harjo (Ref. 16, pp. 50). On December 15, 1959, the court issued an Order Approving Deed (Ref. 16, pp. 48-49).

On August 15, 1961, Winey Harjo filed a Petition in the Superior Court of Creek County at Bristow, Case No. 5753 to correct the legal description of the property conveyed to her by Taylor Harjo on June 23, 1952 (Ref. 16, pp. 51-58). On November 7, 1961, a Journal Entry of Judgment was issued by the court correcting the legal description (Ref. 16, p. 59-60).

On July 5, 1962, Winey Harjo conveyed a one-twelfth interest in the 97.02 acres of land to Wilson Harjo and Effie Harjo, husband and wife, through a General Warranty Deed. The conveyance was subject to the homestead rights of Winey Harjo (Ref. 16, p. 61).

On April 14, 1970, an Order and Decree was issued by the District Court of Creek County, Bristow Division, in the Matter of the Judicial Determination of the Death of Effie Mae Harjo,

Case No. P70-20, identifying Wilson Harjo as the survivor in interest of Effie Mae Harjo (Ref. 16, pp. 67-69).

On October 24, 1983, Winey Harjo conveyed to Anna Faye Harjo an undivided 35/132<sup>nd</sup> interest in three tracts of land in the W½ of the W½ of Section 20, Township 16 North, Range 9 East, containing: 1) 36.14 acres; 2) 24.1 acres; and 3) 4.51 acres, respectively (Ref. 16, pp. 75-76).

On December 12, 1983, in the District Court of Creek County, Bristow Division, in the Matter of the Estate of Wilson Harjo, Case No. P-83-6, the court entered an Order Allowing and Settling Final Account of Personal Representative, Determination of Heirship, and Final Decree of Distribution and Discharge. The Order determined that Anna Faye Harjo and Winey Harjo were the sole heirs of Wilson Harjo, who owned an undivided 35/132<sup>nd</sup> interest in the three tracts of real property conveyed by Winey Harjo to Anna Faye Harjo on October 24, 1983 (Ref. 16, pp. 77-90).

On February 16, 1984, an Order Approving Partition Deed of Full-Blood Heir was issued by the court in the Matter of the Estate of Yarma Harjo, Case No. FB-83-36, providing for the equitable partition of three tracts of land in the SW¼ of the SW¼ of Section 20, Township 16 North, Range 9 East, containing 36.14 acres, 24.1 acres, and 4.51 acres, respectively, to Winey Harjo, Wesley Harjo, Vera Mason, Patsy J. Presson, and Anna Faye Harjo (Ref. 16, pp. 91-95). The order directed that property containing the subject parcel be conveyed to Anna Faye Harjo. The Quit Claim Deed, dated October 27, 1983, from Winey Harjo, Wesley Harjo, Vera Mason, and Patsy J. Presson to Anna Faye Harjo, was recorded on December 16, 1983 (Ref. 16, p. 96).

On November 8, 1983, Anna Faye Harjo conveyed property containing the subject parcel to T.P. McAdams, Jr., through a Warranty Deed (Ref. 16, p. 97).

On April 29, 1991, in the Matter of the Estate of T.P. McAdams, Jr., Case No. P-91-13-B in the District Court of Creek County, Dorothy C. McAdams was named Personal Representative of the estate (Ref. 16, p. 98). On August 20, 1992, an Order Exempting Estate from Payment of Estate and Inheritance Tax was issued in the same matter (Ref. 16, p. 99-100).

Dorothy C. McAdams filed a Petition in the Matter of the Estate of T.P. McAdams, Jr., to sell the property containing the subject parcel (Ref. 16, p. 101-102). An Order granting the petition was issued on August 31, 1992 (Ref. 16, p. 103). On February 2, 1994, Dorothy C. McAdams, Personal Representative of the Estate of T.P. McAdams, Jr., conveyed the property to Falcon Oil Properties, including mineral rights (Ref. 16, pp. 104-106).

On June 11, 2002, In the Matter of the Estate of Barney Harjo, Case No. P-82-8 in the District Court of Creek County, Bristow Division, an Order Allowing Final Account, Determining Heirship

and Final Decree of Distribution and Discharge was entered by the court identifying Winey Harjo as the heir of Barney Harjo and granting an undivided 13/144<sup>th</sup> interest in the surface rights of six acres of land (Ref. 16, pp. 80-84).

Falcon Oil Properties conveyed its interest in the subject parcel to Phil Elias on March 22, 1994, through a Quit Claim Deed (Ref. 16, pp. 119-120). No mention is made in the deed of mineral rights or surface rights, both of which were previously conveyed.

On May 9, 1994, Phil Elias conveyed the subject parcel to Ann Montgomery through a General Warranty Deed (Ref. 16, p. 121).

On December 10, 1997, Phillip J. Elias and Sherry A. Elias, a/k/a Ann Montgomery, individually and as Trustees of the Elias Family Trust, conveyed the subject parcel and additional property to SPE, Inc., through a General Warranty Deed (Ref. 16, pp. 122-123). This property was also conveyed to SPE, Inc. by Phillip J. Elias, as Trustee of the Phillip J. Elias and Sherry A. Elias Family Trust, on April 19, 2000, through a General Warranty Deed (Ref. 16, pp. 127-128). No records regarding the two tracts were available.

SPE, Inc., conveyed the subject parcel to Brian R. Aschkenas and Cori W. Aschkenas, husband and wife, through a General Warranty Deed dated October 15, 1998 (Ref. 16, pp. 124-125).

On May 18, 2001, a Notice of Pendancy of Action was filed by Nations Credit Financial Services Corporation in the District Court of Creek County, Case No. CJ-2001-482 against Brian R. Aschkenas and Cori W. Aschkenas, husband and wife, to foreclose on a mortgage covering the subject parcel and other tracts of land (Ref. 16, pp. 129-131). On November 27, 2001, Nations Credit Financial Services Corporation acquired the subject property and additional property by a Sheriff's Deed (Ref. 16, pp. 132-135).

On March 26, 2003, Nations Credit Financial Services Corporation conveyed the subject parcel and other tracts to Regina S. Henson through a Special Warranty Deed (Ref. 16, p. 138).

On March 28, 2003, SPE, Inc. conveyed its interest in the subject parcel and other tracts to Nations Credit Financial Services Corporation through a Quit Claim Deed (Ref. 16, pp. 136-137). This deed was likely executed to clear the title record.

On May 28, 2003, a Journal Entry of Judgment was filed in the District Court of Creek County, Bristow Division, Case No. B-CJ-2003-042, in favor of Regina S. Henson to quiet title to the subject parcel and other tracts of land (Ref. 16, pp. 140-146).

#### **4.16.2 Leases**

On July 5, 1915, Yarma Harjo and Continental Refining Company entered into a Lease for three acres of land adjoining four acres of land previously leased to Continental Refining Company located in the SW¼ of the SW¼ of Section 20, Township 16 North, Range 9 East, to erect tanks for the storage of oil and to lay pipe lines, and to erect a crude oil refinery (Ref. 16, pp. 14-15).

On August 14, 1923, Yarma Harjo entered into a 20-year Tank Site Lease with Continental Refining Company for 23.6 acres of land for the construction, erecting, and maintenance of storage tanks for the storage of crude oil and the construction, maintenance, ownership and operation of equipment and facilities for handling the crude oil and the refined products of the crude oil, together with collateral lines of pipes and pipage necessary for the reasonable and convenient use of the tanks or equipment (Ref. 16, pp. 18-21).

On November 2, 1925, Lorraine Refining Company assigned the Tank Site Lease to Interocean Oil Company. According to the Assignment of Tank Site Lease, Lorraine Refining Company was named as assignee in a prior assignment; however, that document is not available and the date is unknown (Ref. 16, pp. 22-23). On March 8, 1937, Producers Oil Company issued a Release of Tank Site Lease (Ref. 16, p. 24). Producers Oil Company was named as an assignee in a prior assignment; however that document is not available and the date of the assignment is unknown.

On January 15, 1929, Yarma Harjo and his wife Winey Harjo entered into a 20-year Tract and Loading Rack Site Lease with H.F. Wilcox Oil & Gas Company for 0.7 acres of land located in Section 20, Township 16, Range 9 East, for a track and loading rack for oil and gasoline (Ref. 16, pp. 27-29). On March 5, 1939, Yarma Harjo and his wife Winey Harjo entered into a five-year Business Lease with Wilcox Oil Company for the same property and the same purpose (Ref. 16, pp. 34-37).

On November 15, 1963, an Order Approving Business Lease was issued by the County Court of Creek County, in the Matter of the Estate of Yarma Harjo, Case No. 1848, approving a Business Lease dated September 9, 1963, from Winey Harjo, Wesley Harjo, Wilson Harjo, Barney Harjo, Vera Mason, and Patsy Harjo to McAdams Pipe & Supply Company. The Business Lease had a ten-year term for commercial purposes on part of the SW¼ of the SW¼ of Section 20, Township 16 North, Range 9 East, and part of the NW¼ of the SW¼ of Section 20, Township 16 North, Range 9 East, (Ref. 16, pp. 62-64, 65-66).

#### **4.16.3 Easements**

On February 27, 1919, Yarma Harjo granted a Deed of Easement to the St. Louis-San Francisco Railway Company for a tract of land 50-feet in width in the SW¼ of the SW¼ of Section 20, Township 16 North, Range 9 East, to construct, operate and maintain a spur track thereon (Ref. 16, pp. 16-17).

On August 14, 1923, Yarma Harjo and Winey Harjo, his wife, entered into a Right of Way Agreement with J. Garfield Bluell to lay, maintain, operate and remove a pipe line 320 rods long for the purpose of transporting natural gas on the W½ of the SW¼ and the SW¼ of the NW¼ of Section 20, Township 16 North, Range 9 East, (Ref. 16, p. 25).

On March 20, 1936, Yarma Harjo granted a perpetual Easement to Creek County for a strip of land 100-feet wide in Section 20, Township 16 North, Range 9 East, (Ref. 16, p. 32). The purpose of the Easement was not specified.

On April 15, 1939, Yarma Harjo granted a Right of Way 83 rods long along the East side of the SouthE½ of the SW¼ of the SW¼ of Section 20, Township 16, North, Range 9 East, to Oklahoma Utilities Company to construct, operate and maintain a natural gas pipe line (Ref. 16, p. 33).

On March 25, 1992, the Oklahoma Turnpike Authority issued an Affidavit of Equitable Interest to Sprint Communications Company, L.P., successor-in-interest to US Telecom, Inc., granting Sprint Communications Company, L.P. the right to construct, operate, and maintain a fiber optic communications system on part of a strip of land 38.53 miles long and approximately 10 feet wide near Turner MP 197 in Section 20, Township 16 North, Range 9 East, (Ref. 16, pp. 107-112).

On March 18, 1994, Falcon Oil Properties entered into a Right of Way Grant with Mid-Continent Pipe Line Company for a tract of land located in the SW¼ of the SW¼ of Section 20, Township 16 North, Range 9 East, to install and maintain a pipe line for the transportation of oil, petroleum products, water, or other fluids (Ref. 16, pp. 113-115). On December 20, 1994, Mid-Continent Pipe Line Company assigned its interest in the right of way to Williams Pipe Line Company (Ref. 16, pp. 116-118).



## **5.0 SUMMARY, CONCLUSIONS AND RECOMMENDATIONS**

### **5.1 Summary**

The Wilcox Oil site, a consolidation of two adjacent inactive petroleum refineries, is located on the east side of the Town of Bristow in Creek County, Oklahoma. Oil refinery and storage operations took place at the site from about 1915 to the late 1960s. This report recounts the ownership histories of the 16 modern day parcels, which make up the former refinery sites, from the time of initial operations to the present day.

The title, tax and assessor document collection was contracted to a company located in Creek County. Many of the parcels include Native Americans in their ownership histories, and documents include several court cases that helped establish inheritance successions for these families.

### **5.2 Conclusions**

The ownership histories of most of the parcels include a mix of individuals and business entities. The corporations that owned the refineries during their operations between 1915 and 1960 will be addressed in the Corporate History Report.

Current ownership includes: two parcels owned by churches; two parcels owned by the State of Oklahoma, but used as active railroad rights of way; three parcels held by trusts; and the remainder owned by individuals, although petroleum companies retain some of the oil, gas, and mineral rights. A number of easements for oil and gas pipelines are still currently in place.

### **5.3 Recommendations**

This title search report will be supplemented with the corporate histories of the business entities identified in the title history for a later expanded deliverable. Toeroek presumes that the corporate documents will supplement the ownership histories and explain apparent gaps; therefore, the following recommendations are considered to be preliminary at this time:

- Corporate research, now underway, through purchases, name changes and mergers will help fill-in ownership gaps. Toeroek recommends providing the histories and current status of corporations that owned or operated at the site, including the railroad operations.
- As legal documents to which one or more Native Americans are a party are not necessarily retained in the same format and locations as other such documents, further research of alternate sources, e.g., Bureau of Indian Affairs, Federal Archives, etc., may be needed.